

**UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF ILLINOIS - EASTERN DIVISION**

<b>WILLIAM JACKSON, a disabled person,</b>	)	13cv2533
<b>Plaintiff,</b>	)	Judge Bucklo
	)	Mag. Judge Martin
<b>v.</b>	)	
<b>OWENS CORNING/FIBERBOARD ASBESTOS PI TRUST</b>	)	<b>COMPLAINT</b>
	)	<b>PLAINTIFF DEMANDS</b>
	)	<b>TRIAL BY JURY</b>
<b>Defendant.</b>	)	

**FILED**

APR X 4 2013

THOMAS G. BRUTON  
CLERK, U.S. DISTRICT COURT

**I.**

**COMPLAINT**

1. Plaintiff WILLIAM JACKSON a disabled person, of 1441 Wesley Avenue. Berwyn, Illinois. 60402 a citizen of the State of Illinois.

2. Versus the Trustee Citizens of the OWENS CORNING/FIBREBOARD ASBESTOS PERSONAL INJURY TRUST A DELAWARE TRUST COMPANY. *Navarro Saving Association v. Lawrence F. Lee, et al.* 446. 458 U.S. 5 Cir. 597 F. 2d. 421, 64 L. Ed. 425 No. 79-465. (1980). *Thomas v. Board of Trustees*, 195 U.S. 207, 25 S. Ct. 24,49 L. Ed. 160 (1904).

**II.**

**DIVERSITY JURISDICTION**

3. Pursuant to, Title 28 U.S.C. Section 1332(a)(1), the District Courts have original jurisdiction over all actions of a civil nature where matters in controversy exceeds the sum or value of \$75,000 exclusive of interest and cost. A federal court must rest jurisdiction only upon the

citizenship of real parties to the controversy and a trustee is a real party to the controversy for purposes of diversity jurisdiction as do here, to this action under civil litigation when the trustees possesses certain customary power to hold, manage, and dispose of assets for the benefit of others.

*Navarro Saving Association v. Lawrence F. Lee. Thomas v. Board of Trustee*, 195 U.S. 207, 25 S. Ct. 24, 49 L. Ed. 160 (1904). Whereas plaintiff is a citizen of the state of Illinois, now Diversity of Citizenship exist between ('Trustee Citizen') of the Owens Corning /Fibreboard Asbestos PI Trust. Delaware Trustee, Section 4.11 NOTICE TO TRUSTEE, Section, 7.6(a)(b). Pursuant to Title 28 U.S.C. Section 1332(1), now the court's jurisdiction exist for Plaintiff, and the OWENS CORNING/ FIBREBOARD ASBESTOS PI ('TRUSTEE'). To the PI Trust through the trustee citizens herein below regarding their citizenship being of different states. P. exhibits (A).

(1). *Harry Huge, Esq:*  
*Huge Law Firm*  
*25 E. Battery Street*  
*Charleston, SC. 29401*  
*Facsimile: (843) 720-8794*

(2). *D. LeAnn Jackson, Esq:*  
*6745 Lakeshore Drive*  
*Dallas, TX. 75214*  
*E-Mail: ljackson @ sbcglobal.net*

(3). *Hon. Dean M. Trafelet (Ret.); Managing Trustee.*  
*P.O. Box 518*  
*9130 Wild Lane*  
*Bailey Harbor, WI. 54202*  
*Facsimile: (920)839-9438*  
*E-Mail: dtrafelet @ sbcglobal.net*

*during December-*  
*February:*  
*50 West Schiller*  
*Chicago, IL. 60611*

**III. COUNT I MERIT OF ASBESTOSIS DISABILITY  
UNDER PERSONAL INJURY PRODUCT LIABILITY**

**4. Plaintiff William Jackson a disabled person, re-alleges and incorporates all allegations in paragraph 1 through 27 of this complaint against the OWENS CORNING/FIBERBOARD ASBESTOS PI TRUST, herein after ("Defendant"). P. exhibit (A).**

**5. WHEREAS, plaintiff states on merit of debilitating disability asbestos lung disease injury diagnosed on March 14, 2009 is a continuing medical contributing factor upon the ("Defendant"), is to be recognize in this court documenting a genuine listed lungs impairment medical criteria under the SOCIAL SECURITY ACT, *Title 20 U.S.C. Section. 404.1520(d)*. for **ASBESTOSIS PERSONAL INJURY WITH PERMANENT DISABILITY a medical criteria which plaintiff claimed under a provided TDP section 5.3(b)(2)i-vi, a civil legal provision for Asbestosis PI damages. P. exhibit (B).****

**Disability**

**inability to pursue an occupation because of physical or mental impairment.**

**( i ). Impairment; to damaged.**

**6. Contrary to an SEVERE ASBESTOSIS WITH NO DISABILITY a postulation that defendant are asking this court to give it's ruling to.**

**Severe**

**inflicting physical discomfort or hardship.**

(i). Discomfort; inflammation of a body part.

(ii). Hardship; the state of being deprived.

7. WHEREAS, plaintiff has provided reasonable proof in this FEDERAL COURT with the proper medical criteria having permanent damaged lungs asbestosis disability. Allowing this court to grant the relief in plaintiff demands for all statutory civil damages on plaintiff medical merits.

8. WHEREAS, plaintiff states during 1966, he was employed by the UNION CARBIDE CORPORATION, in Chicago, Illinois., as an laborer where he unknowingly was force to breathed large amounts of Owens Corning Kaylo toxic asbestos fibers producing products. P. exhibits (C).

9. WHEREAS, the purpose of the PI Trust, ("Defendant"), is to assume the liabilities of OC, PLUS THEIR PREDECESSORS AND SUCCESSORS IN INTERST, FOR ALL PI TRUST CLAIMS (AS DEFINED IN THE PLAN). P. exhibit A.

10. WHEREAS, plaintiff having attained jurisdiction, that  
**IN RE: OWENS CORNING, et al., Debtors. Chapter 11, case No. 00-03837 (JKF), Jointly Administrated.**

**SIXTH AMENDED JOINT PLAN OF REORGANIZATION FOR OWENS CORNING AND IT'S AFFILIATED DEBTORS AND DEBTORS-IN-POSSESSION (AS MODIFIED). P. exhibit (D).**

11. WHEREAS, plaintiff having attained jurisdiction, that pursuant to the defendant, "Trust Distribution Procedures," ("TDP") GOVERNING LAW 8.3 UNDER TDP, Section 5.3(b)(2) i-vi. Under the joint

plan bring the statutory affirmed civil remedies for damages for asbestos disability under personal injury product liability in a federal court, demanding relief herein below on principals of tort. P. exhibit (D).

*the law governing the liquidation of PI asbestos Trust claims in the case of Individual Review. Arbitration or Litigation in the Tort System, shall be the law of the Claimant's jurisdiction as described in section, 5.3(b)(2).*

12. WHEREAS, STATUTE OF LIMITATION pursuant to, (735 ILCS 5/13-205)., provides for a five (5) years period, against disagreement of arbitrators ward. P. exhibits (E).

13. WHEREAS, proof shows in 1966 defendant manufactured toxic asbestos Kaylo harmful deadly asbestos pipe covering and block heating insulation producing fibrous products when breathed cause personal physical injury. (735 ILCS 5/2-2101) (i)(ii). P. exhibits (F).

14. WHEREAS, proof shows in 1966 defendant as manufacturer did not provided any adequate notice of written warning instructions or labels for any protection of safety to prevent harm cause to plaintiff from a harmful asbestos products. (735 ILCS 5/2-2106)(a). P. exhibits (I).

15. WHEREAS, proof shows in 1966 defendant knowingly, let out of their control and placed into the stream of commerce known toxic asbestos kaylo product producing fibers with no adequate warning instructions for any protection of safety to prevent the harm cause to plaintiff from unknowingly breathing toxic deadly asbestos Kaylo fibrous products. (735ILCS 5/2-2106)(d). P. exhibit (G).

16. WHEREAS, Proof shows in 1966 defendant knowingly, and clearly understood from a history of knowledge obtained through scientific and medical research results before 1966. Defendant as manufacturer during 1966 had a duty of care to provide adequate warning for the protection against the known harm that would be cause to plaintiff unknowingly from breathing the toxic asbestos Kaylo fibrous products. (735 ILCS 5/2-2106)(d). P. exhibits (G).

17. WHEREAS, defendant had obtained the scientific and medical knowledge before 1966 defendant as manufacturer in 1966 continue to allow unknowingly to plaintiff to be in danger being unprotected breathing the harmful and deadly toxic asbestos Kaylo pipe and block heating covering producing fibrous products, defendant provided no adequate warning of the harm. (735 ILCS 5/2-2106)(d). P. exhibits (G).

18. WHEREAS, defendant had knowledge before 1966 of the harmful and deadly nature of the toxic asbestos Kaylo fibers if breathed. Defendant as manufacturer failed to make any statements of warning in 1966 to caution unknowing workers not to breathed known toxic asbestos Kaylo fibers for their safety. (735 ILCS 5/2-2106)(d). P. exhibits (I).

19. WHEREAS, defendant being knowledgeable about the harmful nature of the toxic asbestos Kaylo fibrous products if breathed before 1966. defendant as manufacturer still put the Kaylo products while in the defendant control into the stream of commerce along with advertised pictures

showing unprotected pipe covering insulation workers, working with and breathing the toxic asbestos Kaylo producing fibers. Covering pipes wearing no respirator mask for protection which pictures had no adequate warning or instructions for safety during 1966. (*735 ILCS 5/2106(d)*). P. exhibits (H).

20. WHEREAS, defendant were knowledgeable before 1966 about the harmful nature of the toxic asbestos Kaylo fibers if breathed. Plaintiff is now harmed with disability asbestosis from defendant manufacturer placing known toxic asbestos Kaylo producing fibrous products into the stream of commerce during 1966 without any adequate safety warning issued for plaintiff to wear a respirator mask for his protection. (*735 ILCS 5/2-2106(d)*). P. medical exhibits (B).

21. WHEREAS, defendant knowing before 1966 about the harmful nature and danger of the toxic asbestos Kaylo fibers if breathed. Defendant as manufacturer still allowed plaintiff and co-workers to work in an known unsafe environment without a respirator as a common laborer unprotected and not knowing of the danger during 1966 when plaintiff was forced to breathed large amounts of toxic asbestos Kaylo pipe and block covering insulation producing fibrous products unknowing to plaintiff without any adequate warning. (*ILCS 5/2-2106(d)*). P. working history exhibits (C).

22. WHEREAS, defendant were knowledgeable about the harmful deadly nature of the toxic asbestos Kaylo fibers if breathed during 1966. Because as manufacturer defendant had commission and attained the

knowledge and history from the scientific and medical contributed research information done on Kaylo fibers exposure affects on the lungs before 1966. (735 ILCS 5/2-2106)(d). P. exhibits (G).

23. WHEREAS, defendant having knowledgeable understanding of known deadly asbestos product before 1966. It wasn't until 1972, because the fear of law suites against Kaylo, defendant as manufacturer then decided that adequate warning should be put on the cartons of the known toxic asbestos Kaylo products to warn unknowing workers for their safety against breathing the toxic asbestos fibers. (735 ILCS 5/2-2106)(d). P. exhibits (I).

24. WHEREAS, defendant having knowledgeable understanding of a deadly asbestos product before 1966. Still defendant failed as a manufacture to provide to the unknowing workers of the danger, with adequate warning on Kaylo cartons, caution it not safe to breathed toxic asbestos Kaylo pipe covering fibers a product that is known to cause harm, and death, defendant as manufacturer then placed the known toxic asbestos Kaylo producing fibrous products into the stream of commerce during 1966 without any adequate warning. (735 ILCS 5/2-2106)(d). P. exhibits (I).

25. WHEREAS, defendant as manufacturer with knowledgeable understanding of a deadly known asbestos toxic product before 1966. Still defendant as manufacturer failed to provide adequate warning on cartons of Kaylo in 1966 the time when plaintiff unknowingly was being heavily exposed while cleaning up Kaylo insulation pipe and block covering job sites, using a

broom, shovel and air blowing hose, alone with his co-workers who were pipe and block covering insulators removing, and recovering, the pipes, and boilers using toxic asbestos Kaylo insulation products without any warning being put on the Kaylo cartons until 1972, for plaintiff safety. (*735 ILCS 5/2-2106(d)*). P. exhibits (I).

26. For asbestosis damages, Pursuant to, (*735 ILCS 5/2-2101*) personal injury product liability, pursuant to, (*735 ILCS 5/2-1115.2*) (b). Civil penalties relief of non-economic damages are demanded for plaintiff pain, and suffering, disability with asbestosis, disfigurement, loss of consortium, loss of society. P. exhibits (F) page 8-9.

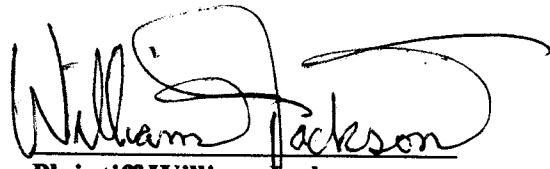
27. CLOUSTEEN JACKSON, wife of PLAINTIFF WILLIAM JACKSON, a disabled person, are demanding recovery for loss of intimacy and loss of consortium for plaintiff damages. Pursuant to, (*735 ILCS 5/13-202*).

IV.

CONCLUSION

WHEREFORE, in the alternative Plaintiff demands relief against Defendant OWENS CORNING/FIBERBOARD ASBESTOS PERSONAL INJURY TRUST (“The Trust”), and pray the Court grant each of the statutory civil penalties demands for all damages herein the above in the aggregate amount of \$1,200,000.00

Date: 4-4-2013



**Plaintiff William Jackson, a  
disabled person, Pro-se  
1441 Wesley Avenue  
Berwyn, Illinois. 60402  
(708) 484-1952**



SUPPORT LINE

**Search all**

› Seite 28 › Part IV › Chapter 65 › § 1332

REV NEX 1

USC-prelim

**USCPrelim** is a preliminary release and may be subject to further revision before it is released again as a final version.

Current through Pub. L. 112-283. (See Public Laws for the current Congress.)

11/2023 21:11:00 AM

**(a) The district courts shall have original jurisdiction of all civil actions where the matter in controversy exceeds the sum or value of \$75,000, exclusive of interest and costs, and is between—**

### **(1) citizens of different States:**

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Free Consultation

(2) citizens of a State and citizens or subjects of a foreign state, except that the district courts shall not have original jurisdiction under this subsection of an action between citizens of a State and citizens or subjects of a foreign state who are lawfully admitted for permanent residence in the United States and are domiciled in the same State:

(3) citizens of different States and in which citizens or subjects of a foreign state are additional parties; and

(4) a foreign state, defined in section 1603(a) of this title, as plaintiff and citizens of a State or of different States.

(b) Except when express provision therefor is otherwise made in a statute of the United States, where the plaintiff who files the case original adjudged to be entitled to recover less than the sum without regard to any setoff or counterclaim to which

**PLAINTIFF  
EXHIBIT  
A**

- Class Action
- Consumerism
- Number of people involved
- Individual or organizational
- Attorneys fees

referred to in the Plan. The Trustees of the PI Trust may transact the business and affairs of the PI Trust in the name of the PI Trust. It is the intention of the parties hereto that the trust created hereby constitute a statutory trust under Chapter 38 of title 12 of the Delaware Code, 12 Del. C. § 3801 et seq. (the "Act") and that this document, together with the by-laws described herein, constitute the governing instruments of the PI Trust. The Trustees and the Delaware Trustee are hereby authorized and directed to execute and file a Certificate of Trust with the Delaware Secretary of State in the form attached hereto.

*Read this ↗*

1.2 Purpose. The purpose of the PI Trust is to assume the liabilities of OC and Fibreboard, their predecessors and successors in interest, for all PI Trust Claims (as defined in the Plan), and to use the PI Trust Assets and income to pay the holders of all PI Trust Claims in accordance with this PI Trust Agreement and the TDP in such a way that such holders of PI Trust Claims are treated fairly, equitably and reasonably in light of the limited assets available to satisfy such claims, and to otherwise comply in all respects with the requirements of a trust set forth in Section 524(g)(2)(B) of the Bankruptcy Code.

1.3 Transfer of Assets. Pursuant to the Plan, the PI Trust Share (as defined in the Plan) has been transferred and assigned to the PI Trust to settle and discharge all Asbestos Personal Injury Claims. Pursuant to the Plan, OC, its successors in interest thereto, from and after the Effective Date ("Reorganized OC") and others may also transfer and assign additional assets to the PI Trust from time to time (the "PI Trust Assets"). In all events, the PI Trust Assets will be transferred to the PI Trust free and clear of any liens or other claims by OC, Reorganized OC, any creditor, or other entity. OC, Reorganized OC, and any other transferors shall also

PLAINTIFF  
EXHIBIT  
A

execute and deliver such documents to the PI Trust as the Trustees reasonably request to transfer and assign the PI Trust Assets to the PI Trust.

**1.4     Acceptance of Assets and Assumption of Liabilities.**

(a)     In furtherance of the purposes of the PI Trust, the Trustees, on behalf of the PI Trust, hereby expressly accept the transfer and assignment to the PI Trust of the PI Trust Assets in the time and manner contemplated in the Plan.

(b)     In furtherance of the purposes of the PI Trust, the Trustees, on behalf of the PI Trust, expressly assume all liability for all Asbestos Personal Injury Claims. Except as otherwise provided in this PI Trust Agreement and the TDP, the PI Trust shall have all defenses, cross-claims, offsets, and recoupments, as well as rights of indemnification, contribution, subrogation, and similar rights, regarding such claims that OC and Reorganized OC have or would have had under applicable law. Regardless of the foregoing, however, a claimant must meet otherwise applicable federal, state and foreign statutes of limitations and repose, except as otherwise provided in Section 5.1(a)(2) of the TDP.

(c)     No provision herein or in the TDP shall be construed to mandate distributions on any claims or other actions that would contravene the PI Trust's compliance with the requirements of a qualified settlement fund within the meaning of section 1.468B-1 *et seq.* of the Treasury Regulations promulgated under section 468B of the IRC.

(d)     OC, Reorganized OC, Fibreboard and Reorganized Fibreboard, and any successor in interest of each of the foregoing, shall be entitled to indemnification from the PI Trust for any expenses, costs, and fees (including reasonable attorneys' fees and costs, but excluding any such expenses, costs, and fees incurred prior to the Effective Date), judgments,

settlements, or other liabilities arising from or incurred in connection with any action related to OC and Fibreboard Asbestos Personal Injury Claims, including, but not limited to, indemnification or contribution for such claims prosecuted against Reorganized OC or Reorganized Fibreboard.

(e) Nothing in this PI Trust Agreement shall be construed in any way to limit the scope, enforceability, or effectiveness of the Section 524(g) injunction issued in connection with the Plan or the PI Trust's assumption of all liability for PI Trust Claims, subject to the provisions of Section 1.4(b) above.

## SECTION 2

### POWERS AND TRUST ADMINISTRATION

#### 2.1 Powers.

(a) The Trustees are and shall act as the fiduciaries to the PI Trust in accordance with the provisions of this PI Trust Agreement and the Plan. The Trustees shall, at all times, administer the PI Trust and the PI Trust Assets in accordance with the purposes set forth in Section 1.2 above. Subject to the limitations set forth in this PI Trust Agreement, the Trustees shall have the power to take any and all actions that, in the judgment of the Trustees, are necessary or proper to fulfill the purposes of the PI Trust, including, without limitation, each power expressly granted in this Section 2.1, any power reasonably incidental thereto, and any trust power now or hereafter permitted under the laws of the State of Delaware.



WHEREAS, it is the intent of OC, the Trustees, the Committee, the TAC, and the Future Claimants' Representative that the PI Trust be administered, maintained, and operated at all times through mechanisms that provide reasonable assurance that the PI Trust will satisfy all PI Trust Claims pursuant to the Owens Corning/Fibreboard Asbestos Personal Injury Trust Distribution Procedures ("TDP") that are attached to the Disclosure Statement as Exhibit D-1 in a substantially similar manner, and in strict compliance with the terms of this PI Trust Agreement; and

WHEREAS, all rights of the holders of PI Trust Claims arising under this PI Trust Agreement and the TDP shall vest upon the Effective Date; and

WHEREAS, pursuant to the Plan, the PI Trust is intended to qualify as a "qualified settlement fund" within the meaning of Section 1.468B-1 *et seq.* of the Treasury Regulations promulgated under Section 468B of the Internal Revenue Code ("IRC"); and

WHEREAS, the Bankruptcy Court has determined that the PI Trust and the Plan satisfy all the prerequisites for an injunction pursuant to Section 524(g) of the Bankruptcy Code, and such injunction has been entered in connection with the Confirmation Order;

NOW, THEREFORE, it is hereby agreed as follows:

SECTION 1

AGREEMENT OF TRUST

1.1 Creation and Name. OC as Settlor hereby creates a trust known as the Owens Corning/Fibreboard Asbestos Personal Injury Trust or PI Trust, which is provided for and



SEP-14-2009 14:38

NORTH RIVERSIDE 502

P.002

SPIROMETRY REPORT  
PB100 SW Rev: J-J

## Cooperation/Effort/Comprehension

TEST DATE: 03/14/09  
TIME: 11:38 AM

Patient Name: William Jackson  
 Patient ID: 354385267 Age: 3 Height (in): 66 Weight (lbs): 148  
 Barometric Pressure (mmHg): 760 Temp (deg F): 70 BTPS Correction: 1.110

Pred Time: 11:41 AM  
 :: Male Race Correction: No  
 Sensor: FS200 Insp Code: None

## FVC TEST DATA - Clinical Format

## Measurement:

	PredMed	Pred	PostMed	Knudson 83 Adult Predicted Normals
	(L)	(L)	(L)	%Pred
FVC	1.29	3.49	37%	
FEV1	1.29	2.79	46%	
%FEV1	100.00	80.78	124%	
FEF25%-75% (L/S)	4.54	2.90	157%	
PEF (L/S)	6.62	7.56	88%	
FEV3 (L)	1.29	3.36	38%	
FET (S)	0.97			

Variability: PredMed: FVC = 41.1%(530ml) FEV1 = 42.6%(550ml) PEF = 24.8%

Interpretations:

PREMED: Testing indicates severe restriction.

Comments:

"Note" at the height of 66"

FVC L. according to the listing  
is 1.35. Claimant FVC L. are at 1.29

listed

Medical Record (20C.F.R.404.1520(d))  
Disability SSA

"8 PAGES"

PLAINTIFF  
EXHIBIT

B

COOC33

SEP-14-2009 14:38

NORTH RIVERSIDE 502

P.003

SPIROMETRY REPORT  
PB100 SW Rev: J-J

Cooperation/Effort/Comprehension

TEST DATE: 03/14/09  
TIME: 11:38 AM

Patient Name: William Johnson

Patient ID: 354385267

Barometric Pressure (mmHg): 760

Age: 63

Height (in): 66

Weight (lbs): 148

Temp (deg F): 70

BTPS Correction: 1.110

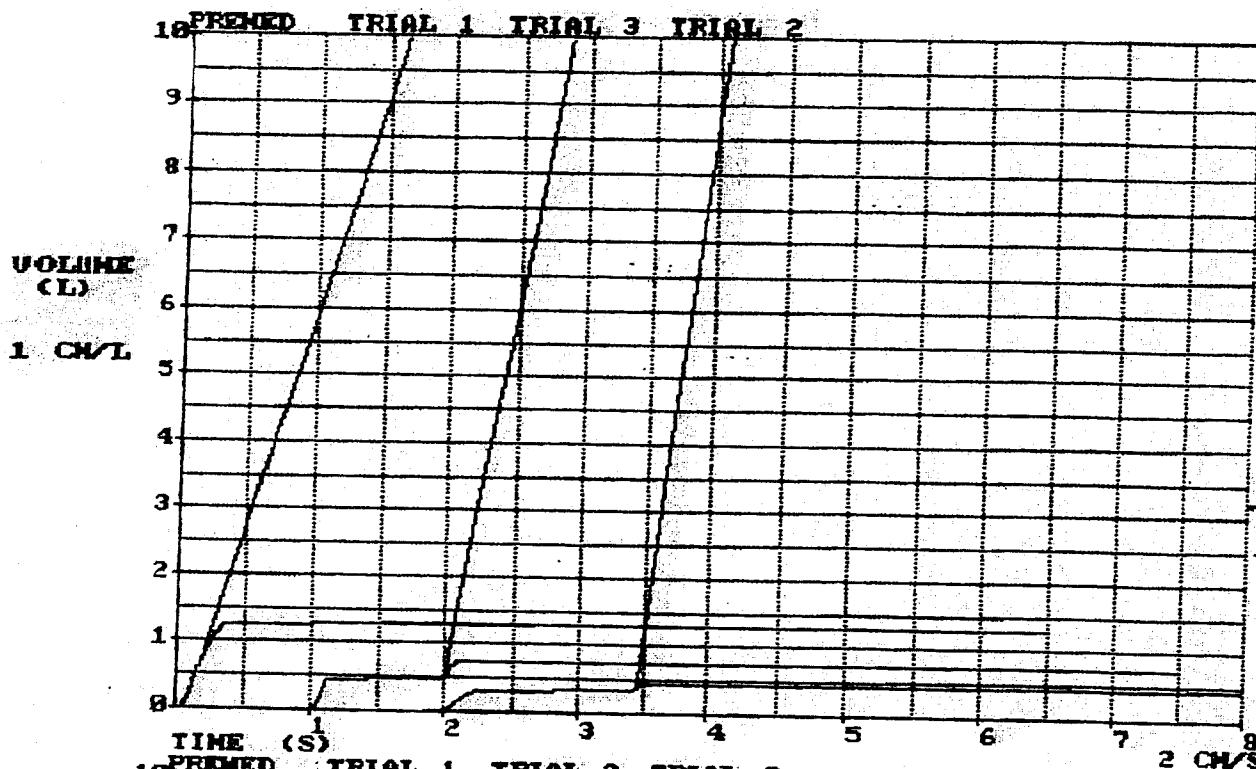
Pr Time: 11:41 AM

Sex: Male

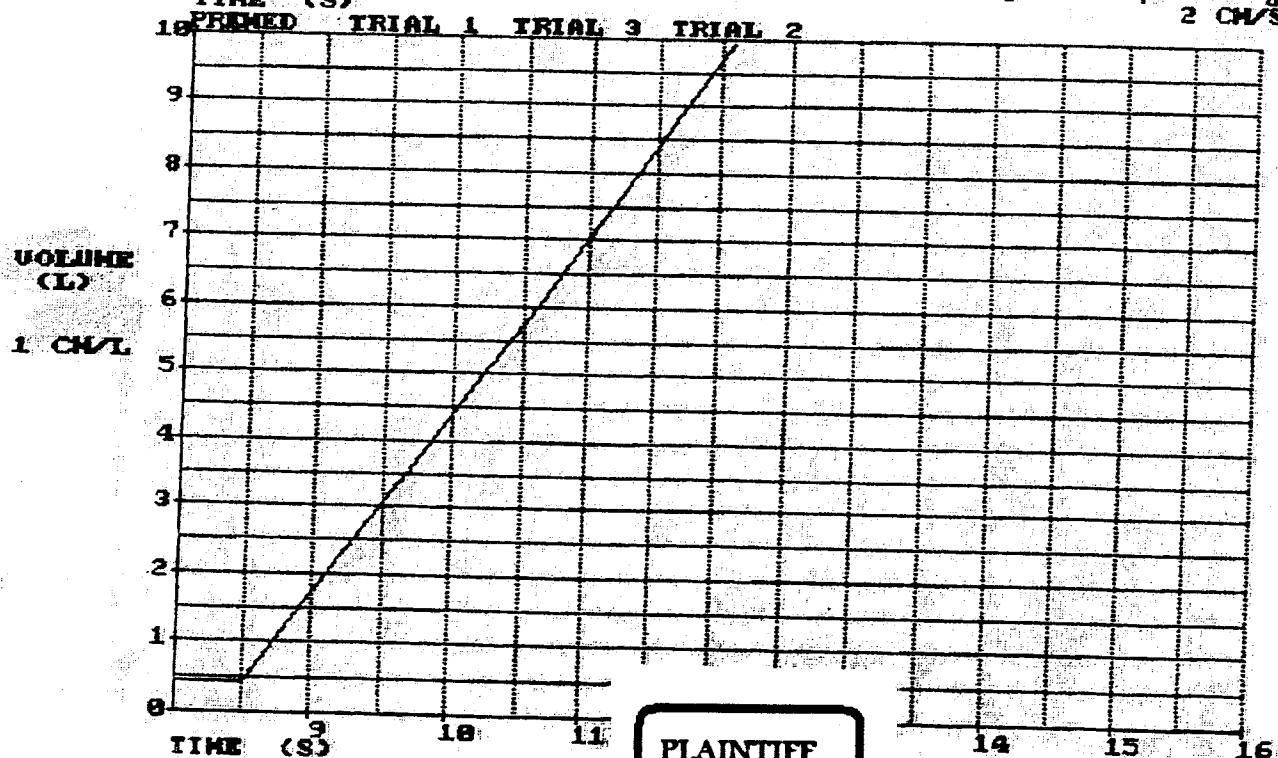
Race Correction: No

Sensor: FS200 Insp Code:

None



"Note" after the second trial. With a moment of rest claimant third trial, shows only a small improvement.



listed Medical record  
SSA disability  
for SSI

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EXHIBIT

B

TOTAL P.003

0-Respiratory-Adult

Page 11 c

an individual's residual functional capacity, adjudicators must consider any additional and cumulative effects of obesity.

### 3.01 Category of Impairments, Respiratory System

#### 3.02 Chronic pulmonary insufficiency

A. Chronic obstructive pulmonary disease due to any cause, with the FEV<sub>1</sub> equal to or less than the values specified in Table I corresponding to the person's height without shoes. (In cases of marked spinal deformity, see 3.00E.);

Table I

Height without Shoes (centimeters)	Height without Shoes (inches)	FEV <sub>1</sub> Equal to or less
176-180	70-71	1.55
181 or more	72 or more	1.65

or

B. Chronic restrictive ventilatory disease, due to any cause, with the FVC equal to or less than the values specified in Table II corresponding to the person's height without shoes. (In cases of marked spinal deformity, see 3.00E.);

Table II

Height without Shoes (centimeters)	Height without Shoes (inches)	FVC Equal to or less than (L,BTPS)
154 or less	60 or less	1.25
155-160	61-63	1.35
161-165	64-65	1.45
166-170	66-67	1.55
171-175	68-69	1.65
176-180	70-71	1.75
181 or more	72 or more	1.85

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B

"Listed Medical record SSA disability for SSI  
Note" "Claimant was unable to do both of the stated examinations, at doing examination.

Respiratory-Adult

02

03

Social Security Online  
Professionals Home

# Disability Programs

## Medical/Professional Relations

### Disability Evaluation Under Social Security (Blue Book- September 2008)

[Search Blue Book](#)[Adult Listings \(Part A\)](#)[Childhood Listings \(Part B\)](#)[General Information](#)[Dental Requirements](#)[Evaluation of Impairments  
\(Interview\)](#)

*"Listed Medical Record  
SSA Disability for SSI"*

3.01 Category of Impairments, Respiratory System

3.02 Chronic pulmonary insufficiency

3.03 Asthma

3.04 Cystic Fibrosis

3.06 Pneumoconiosis

3.07 Bronchiectasis

3.08 Mycobacterial, mycotic, and other chronic persistent infections of the lung

3.09 Pulmonary secondary to chronic pulmonary vascular hypertension

4.09 Heart-related respiratory disorders

100%  
disabled

[://www.ssa.gov/disability/professionals/bluebook](http://www.ssa.gov/disability/professionals/bluebook)

### 3.00 Respiratory System - Adult

#### Section

#### 3.00 Respiratory System

**A. Introduction.** The listings in this section describe impairments resulting from respiratory disorders based on symptoms, physical signs, laboratory test abnormalities, and response to a regimen of treatment prescribed by a treating source. Respiratory disorders along with any associated impairment(s) must be established by medical evidence. Evidence must be provided in sufficient detail to permit an independent reviewer to evaluate the severity of the impairment.

Many individuals, especially those who have listing-level impairments, will have received the benefit of medically prescribed treatment. Whenever there is evidence of such treatment, the longitudinal clinical record must include a description of the treatment prescribed by the treating source and response in addition to information about the nature and severity of the impairment.

[Back to Top](#)

It is important to document any prescribed treatment and response, because this medical management may have improved the individual's functional status. The longitudinal record should provide information regarding functional recovery, if any.

Some individuals will not have received ongoing treatment or have an ongoing relationship with the medical community, despite the existence of a severe impairment(s). An individual who does not receive treatment may or may not be able to show the existence of an impairment that meets the criteria of these listings.

Even if an individual does not show that his or her impairment meets the criteria of these listings, the individual may have an impairment(s) equivalent in severity to one of the listed impairments or be disabled because of a limited residual functional capacity.

Unless the claim can be decided favorably on the basis of the medical record is still important because it documents such things as the ongoing medical treatment, the level of the individual's functioning, onset, and duration of symptoms. Also, the medical record includes a requirement for continuing to follow a regimen of prescribed treatment.

PLAINTIFF

EXHIBIT

B

07/28/2009 13:05 17732377923

OFFICE DEPOT 503

PAGE 15/24

**Social Security Administration  
Supplemental Security Income  
Notice of Award**

7222 W CERMAK ROAD  
ROOM 600  
NORTH RIVERSIDE IL 60648

000078529 03 M8 0.819 0408.M08.018  
502 0951623A51688

Date: April 13, 2009  
Claim Number: 5267 DI

WILLIAM J JACKSON  
1441 WESLEY AVE  
2ND FLOOR  
BERWYN IL 60402-1230  
[Redacted]

\* Application Filed \*  
December 31, 2008

\* Type of Payment \*  
Individual-Disabled

This is to notify you that you are eligible to receive Supplemental Security Income (SSI) payments under the provisions of Title XVI of the Social Security Act. The rest of this letter will tell you more about our decision.

**How Much We'll Pay**

*Beginning*	*Through*	*Monthly Amount Payable*
December 31, 2008	December 31, 2008	\$0.00
January 1, 2009	Continuing	\$674.00

**Information About Your SSI Payments**

- We are sending you a check for \$2,022.00. This is money due you for January 2009 through March 2009. We will also be sending you a check for \$674.00 on May 1, 2009. This is the amount due you for May 2009.
- You should receive the check no later than April 18, 2009. Your regular monthly check of \$674.00 will then be issued about the first day of the month.
- Since we paid \$674.00 for April 2009 through May 2009, \$2,022.00 is the rest of the payment due you for January 2009 through March 2009.

PLAINTIFF

EXHIBIT

B

listed Medical  
Records  
SSA  
Disability for SSI

(TUE) MAR 24 2009 10:06/SI 8:50/NO. 6820450458 P 50

William Jackson  
XXX-XX-5267

March 14, 2009  
Page 3

limits throughout. There was no evidence of cervical or lumbar nerve root compression or peripheral neuropathy. Cerebellar testing was negative. Cranial nerves were intact. Claimant was able to produce sustained, audible and understandable speech.

**MENTAL STATUS EXAMINATION:** General observations are as noted above. The claimant was able to relate clear, concise, coherent medical history without apparent cognitive difficulties. Affect was normal without signs of depressive disorder. Hygiene and grooming were good.

Please note: Claimant did at times exhibit rudeness to the staff and refused to be rescheduled for pulmonary function testing that was additionally requested.

From observation it is apparent the claimant is capable of responsibly managing funds in his own interest.

*(Note to CE report reviewer: In any case where there is a finding of an acute medical problem, our policy is to instruct the claimant to follow up immediately with the primary care physician. For example, this applies most commonly to cases where the blood pressure is significantly elevated at the time of the examination. If there is no current PCP, a list of community care centers (including free county facilities) is provided to the claimant. For example, if elevated blood pressure was found, the claimant is sent home with a form documenting their current blood pressure with instructions to share with the treating source. Finally, educational materials from the American Heart Association are provided in the event of elevated blood pressure.)*

**CLINICAL IMPRESSION:**

Problem #1: Asbestosis – the claimant has some history of asbestosis with abnormal lung examination and crackles on examination.

Problem #2: Diabetes – no evidence of end organ disease.

Problem #3: Hypertension – the claimant has severely elevated blood pressure but this seems to be his baseline. No evidence of end organ disease on examination.

At the end of the examination the claimant was asked if all medical complaints were addressed today and claimant responded affirmatively.

Thank you for referring this claimant. If you have any questions, please feel free to contact me.

Jeffrey J. Ryan, MD  
Illinois State License #036-101440  
Expiration Date 07/31/11

JR/Jsk  
DD:3/14/09  
DT:3/17/09

(Listed) Medical  
Recover SSA  
disability for SSI

PLAINTIFF

EXHIBIT

B

000041

FROM:

(TUE) MAR 24 2009 10:05/ST. 8:50/N# 6820450458 P 48

Chicago Consulting Physicians

Jeffrey J. Ryan, M.D.  
104 S. Michigan Avenue - Suite 910  
Chicago, Illinois 60603  
(312)855-1414

**Internal Medicine Consultative Examination  
for the  
Bureau of Disability Determination Services**

Claimant: William Jackson  
SS#: XXX-XX-5267  
Exam Date: March 14, 2009

Adjudicator: D. Sexson  
Code#: E:12-199

**GENERAL INFORMATION:** I reviewed all information sent by the Bureau of Disability Determination Services, which included the allegation form, emphasis items as well as form SSA-3368.

I spent 35 minutes with the claimant, reviewing medical records and forms, and formulating and dictating this evaluation report. The claimant was informed about the purpose of this examination and my role as a consultative examiner. The claimant understood that this information will be sent confidentially to the Bureau of Disability Determination Services and is to be used solely for the purpose of evaluating this applicant's claim for disability benefits. I also explained to the claimant, and the claimant understood, that this interview and exam does not constitute a doctor/patient relationship, and specifically that it in no way constitutes a treating relationship. The claimant responded and understood that this information is to be used strictly for the purpose of supplying information relevant to the listings criteria of the Social Security Disability program. The claimant is a 63 year old male.

**CHIEF COMPLAINT(S): "Asbestosis."**

**HISTORY OF PRESENT COMPLAINTS:** The claimant states that he was first diagnosed with asbestosis in approximately 1995. At that time he was getting progressively worsening shortness of breath and states it has been getting progressively worse since then. The claimant states that currently he is generally short of breath at rest and gets very fatigued and short of breath with any activity whatsoever. He states that he can walk approximately 50 feet before having to stop due to fatigue and shortness of breath. The claimant states that he has been on lung medication without any significant benefit and thus no longer takes them.

The claimant has a history of complications.

The claimant states that he has

in the 1990s. He is unaware of any

blood pressure 3 years ago and states

(listed) Medical  
Received SSA  
Disability for S.A.



(TUE) MAR 24 2009 10:05/ST. 8:50/No. 6820450458 P 49

FROM  
William Jackson  
XXX-XX-5267

March 14, 2009  
Page 2

it is always poorly controlled. He does not respond well to his medications and has had no complications associated with his hypertension.

**PAST MEDICAL HISTORY:** Medications: Advil; Lisinopril. Allergies: None known. Past Medical Problems: Negative except as above. Past Hospitalization/Surgical History: The claimant had some surgery on his right knee. Tobacco Use: The claimant has a history of tobacco use for a short time, quitting in 1971. Alcohol Use: Denies presently. Illicit Drug Use: Denies presently. **REVIEW OF SYSTEMS:** Otherwise negative.

**EMPLOYMENT HISTORY:** The claimant last worked in 1982 at American Decal.

**PHYSICAL EXAMINATION:** Vitals: Reveals a height without shoes of 65-3/4 inches and a weight of 148.2 lbs. Blood pressure is 198/110 with an appropriate size cuff. Pulse is 88 per minute and regular. Respiratory rate is 16 and unlabored. General appearance - in the room the claimant was sitting in a chair, propped up by a pillow, and seemed to be in some discomfort. He was not able to speak in long sentences without having to stop for breath.

**SKIN:** No evidence of rash or neoplasia.

**HEENT:** Head: Normal cephalic and atraumatic. Eyes: Pupils equal and reactive to light. Fundi were benign. Extraocular eye movements were intact. Visual fields were intact. Sclerae were nonicteric and non-injected. Ears: TM's were intact. Nose: Nares patent. Throat: Not injected.

**NECK:** Supple, without lymphadenopathy, goiter, JVD or bruit.

**LUNGS:** The claimant did have some basal crackles.

**CARDIAC:** Normal S1 and S2, without murmurs or gallops.

**ABDOMEN:** Soft, non-tender, with normoactive bowel sounds. Liver and spleen were not enlarged. There were no abdominal masses. No abdominal bruits appreciated.

**VASCULAR:** Arterial: Pulses are full and symmetric throughout with intact dorsalis pedis and posterior tibial pulses bilaterally. Venous: No trophic changes, varicosities, edema or ulcerations.

**MUSCULOSKELETAL:** Examination reveals a full painless range of motion in degrees of all joints. There was no swelling, thickening or deformity of any joints. Gait and ability to bear weight were normal without the use of an assisting device. Claimant was able to hop on one leg, squat and perform both tandem and heel/toe walk. The claimant had normal grip strength bilaterally. Ability to grasp, finger and manipulate with each hand was entirely normal.

THIS IS NOT TRUE, "I WAS NOT ABLE TO HOP ON ONE LEG OR SQUAT.  
Please refer to the musculoskeletal system review and range of motion form for further details.

**BACK:** Non-tender with full range of

**NEUROLOGIC:** Strength, sensation

PLAINTIFF

EXHIBIT

B

all muscle spasms

as were symmetric and within normal  
1 stretch Medical record  
SSA disability for  
SS +

EARNINGS						NET PAY					
HOURS	REGULAR	OVERTIME	OTHER	TOTAL	W.H. TAX	FICA TAX	STATE TAX	BONDS	SAVINGS PLAN	MISC. AMOUNT	MISC. CODE
6.00	40.00	124.80	28.00	4.60	157.40	1.10	2.49		9.00		122.30

UNION CARBIDE CORPORATION FIBERS AND FABRICS DIVISION,  
FIBER BOND PRODUCTS  
3250 S. KEDZIE AVENUE  
CHICAGO, ILLINOIS 60623

**NOT NEGOTIABLE**

IT IS IMPORTANT THAT THIS STATEMENT BE KEPT AND CASH PROMPTLY

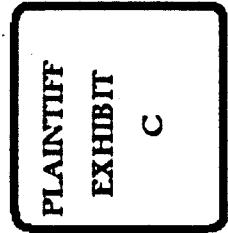
**STATEMENT OF EARNINGS AND DEDUCTIONS**

DOEE: RETAIN THIS STATEMENT. IT IS A RECORD OF YOUR EARNINGS AND TAX DEDUCTIONS  
AS REPORTED TO THE FEDERAL AND STATE GOVERNMENTS.

**MISCELLANEOUS CODE**

- 1-UNION DUES
- 2-MAJOR MEDICAL
- 3-GROUP INSURANCE
- 4-SAFETY SHOES
- 5-
- 6-

"Job Site" "6 Pages"  
Exposure to *Kyoto asbestos*



SSA-1826  
VERSION 1984.002 \* \* \* ITEMIZED STATEMENT OF EARNINGS  
FOR SSN 354-38-5267 \* \* \*

JOB:

FROM: SOCIAL SECURITY ADMINISTRATION  
OFFICE OF CENTRAL RECORDS OPERATIONS  
BALTIMORE, MARYLAND 21235-0000

MR. WILLIAM JACKSON

4713 W LEMOYNE

NUMBER HOLDER NAME:  
WILLIAM J JACKSON

EMPLOYER NUMBER: 13-1421730

UNION CARBIDE CORPORATION  
39 OLD RIDGEBURY RD G1 322  
DANBURY CT 068170001

1966

847.09

1,225.90

91.20 \$

2,164.19

EMPLOYER NUMBER: 36-1335430  
RALOK CORP  
192 MORaine RD  
HIGHLAND PARK IL 600351932

1966

320.23 \$

320.23

EMPLOYER NUMBER: 36-0836100  
E W BREDEMeyer CO  
4029 W WRIGHTWOOD  
CHICAGO IL 606392124

1967 299.00 733.93

"Job sites  
exposure to Kaylo asbestos"

PLAINTIFF  
EXHIBIT  
C

07/28/2009 13:15 17732377923

OFFICE DEPOT 583

PAGE 03/20

**SUPPLEMENTAL PAGE  
FOR SSN 354-38-5267**

**IDENTIFICATION DATA**

354385267 JACKSO 11-45 MALE WJ

DS CL SP -

**YEARLY EARNINGS**

YEAR	AMOUNT	PATN S A	FICA	YEAR	AMOUNT	PATN S A	FICA
1951		NNNN	O - 03800	1952		NNNN	O - 03800
1953		NNNN	O - 03800	1954		NNNN	O 0 04200
1955		NNNN	O 0 04200	1956		NNNN	O 0 04200
1957		NNNN	O 0 04200	1958		NNNN	O 0 04800
1959		NNNN	O 0 04800	1960		NNNN	O 0 04800
1961		NNNN	O 0 04800	1962		NNNN	O 0 04800
1963		NNNN	O 0 04800	1964*	X 1,431.83	NCCC	O 0 04800
1965*	X 1,230.67	CCCC	O 0 04800	1966*	X 3,039.12	CCCC	O 0 06600
1967*	X 2,151.59	CCCC	O 0 06600	1968*	X 203.00	CNNN	O 0 07800
1969		NNNN	O 0 07800	1970	104.15	NNCN	O 0 07800
1971		NNNN	O 0 07800	1972		NNNN	O 0 09000
1973 15		NNNN	O 0 10800	1974		NNNN	O 0 13200
1975		NNNN	O 0 14100	1976		NNNN	O 0 15300
1977	290.13	CNNN	O 0 16500	1978		NNNN	N N 17700
1979*	X 3,778.00	CCCC	N N 22900	1980*	X 8,200.94	CCCC	N N 25900
1981*	X 4,148.61	CCCC	N N 29700	1982		NNNN	N N 32400
1983		NNNN	N N 35700	1984		NNNN	N N 37800
1985		NNNN	N N 39600	1986		NNNN	N N 42000
1987		NNNN	N N 43800	1988		NNNN	N N 45000
1989		NNNN	N N 48000	1990		NNNN	N N 51300
1991		NNNN	N N 53400	1992		NNNN	N N 55500
1993		NNNN	N N 57600	1994		NNNN	N N 60600
1995		NNNN	N N 61200	1996		NNNN	N N 62700

Job Sits  
EXPOSURE to Kaylo asbestos

PLAINTIFF

EXHIBIT

C

Unsaved Spreadsheet

Owens Corning Site List as of December 30, 2009

SITE_CODE	SITE_NAME
10018958	ANCO INSULATION CO.
10018977	BROWN & ROOT INC.
10018978	BRUCE ROBINSON ELECTRIC LTD.
10018991	CANADIAN CHEMICAL CO.
10019059	FIBERGLAS CANADA LIMITED
10019108	GUNNAR MINES LTD. - WATERWAYS
10019141	MF FEDERAL ELECTRIC CORP
10019225	PREMIER INDUSTRIAL LTD.
10019357	BROWN & ROOT LIMITED
10019358	BRUCE ROBINSON ELECTRIC LIMITED
10019362	CANADIAN CHEMICAL COMPANY
10019365	FLUOR CORPORATION
10019367	GUNNAR MINES LIMITED
10019373	NORTHERN TRANSPORTATION COMPANY LIMITED
10019374	OWENS CORNING CANADA INCORPORATED
10019379	PREMIER INDUSTRIAL LIMITED
10000209	ALASKA STEAM COMPRESSOR PLANT
10000402	ANCHORAGE TERMINAL - PHASE I
10000612	BALLASTING AREA
10000813	BELUGA POWER - UNIT #3
10000814	BELUGA POWER - UNITS #1 & #2
10000864	BERNICE LAKE GAS TURBINE
10001004	BP OIL - NORTH SLOPE FACILITY
10001243	CAMPBELL CREEK PUMP STATION
10001420	CHESTER CREEK PUMP STATION
10001428	CHEVRON ASPHALT COMPANY
10001612	COLLIER CARBON & CHEMICAL
10002091	DOCK - FIRE LANE
10002333	ELMENDORF AIR FORCE BASE
10002709	FORT RICHARDSON
10002710	FORT RICHARDSON - STEAM DISTRIBUTION SYSTEM FY-73
10002735	FORT WAINWRIGHT
10002736	FORT WAINWRIGHT - MANHOLES
10002882	GENERAL ELECTRIC - TURBINE
10003638	INDUSTRIAL AIR PRODUCTS
10003639	INDUSTRIAL AIR PRODUCTS - LOX FACILITY
10003644	INDUSTRIAL REFRIGERATION & ASSOCIATION - STEAM & CONDENSATE LINES
10004199	LADD AIR FORCE BASE
10004365	LIQUID AIR INCORPORATED
10004703	MATAMISKA MAID
10006145	PROCESS PIPING
10006182	PROCUR PIPING
10006533	RYAN & HAWORTH - STEAM & CONDENSATION LINES
10007099	SHELL OIL
10007127	SHELL OIL - ON SHORE FACILITY
10007130	SHELL OIL - PLATFORM A
10007636	STANDARD OIL
10007642	STANDARD OIL
10007646	STANDARD OIL
10007652	STANDARD OIL
10007657	STANDARD OIL - ASPHALT FACILITIES
10007658	STANDARD OIL - ASPHALT PLANT
10007659	STANDARD OIL - BOX
10007663	STANDARD OIL - SEX 53
10007664	STANDARD OIL - SEX 82

Job sites  
Exposure to Kaylo asbestos

PLAINTIFF

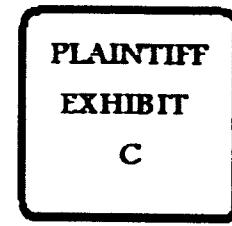
EXHIBIT

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**Unsaved Spreadsheet**

10018011 UNION CARBIDE CO

"Job Sits" exposure to kalylo asbestos

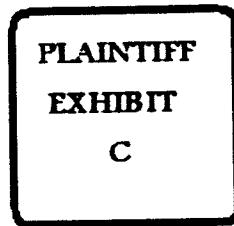


**Unsaved Spreadsheet**

CHICAGO

IL

Job sites in Chicago, exposure to Kay asbestos



IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF DELAWARE

IN RE: ) Chapter 11  
OWENS CORNING, et al., ) Case No. 00-03837 (JKF)  
Debtors. ) Jointly Administered

**SIXTH AMENDED JOINT PLAN OF REORGANIZATION FOR OWENS CORNING  
AND ITS AFFILIATED DEBTORS AND DEBTORS-IN-POSSESSION (AS MODIFIED)**

**SAUL EWING LLP**  
Norman L. Pernick (I.D. # 2290)  
J. Kate Stickles (I.D. # 2917)  
222 Delaware Avenue  
P.O. Box 1266  
Wilmington, DE 19899-1266  
(302) 421-6800

Charles O. Monk, II  
Jay A. Shulman  
Lockwood Place  
500 E. Pratt Street  
Baltimore, MD 21202  
(410) 332-8600

Adam H. Isenberg  
Centre Square West  
1500 Market Street, 38<sup>th</sup> Floor  
Philadelphia, PA 19102-2186  
(215) 972-7777

Attorneys for the Debtors and  
Debtors-in-Possession

**SIDLEY AUSTIN LLP**  
James F. Conlan  
Larry J. Nyhan  
Jeffrey C. Steen  
Dennis M. Twomey  
Andrew F. O'Neill  
1 South Dearborn Street  
Chicago, IL 60603  
(312) 853-7000

Attorneys for the Debtors and  
Debtors-in-Possession

**COVINGTON & BURLING**  
Mitchell F. Dolin  
Anna P. Engh  
1201 Pennsylvania Avenue, N.W.  
Washington, D.C. 20004-2401  
(202) 662-6000

Special Insurance Counsel to Debtors  
and Debtors-in-Possession (as to insurance  
matters)

PLAINTIFF

EXHIBIT

D

be determined to be inconsistent with or contrary to OC's or Fibreboard's obligations to any insurance company providing insurance coverage to OC and/or Fibreboard in respect of claims for personal injury based on exposure to asbestos-containing products manufactured or produced by OC or Fibreboard, the PI Trust with the consent of the TAC and the Future Claimants' Representative may amend this TDP and/or the PI Trust Agreement to make the provision of either or both documents consistent with the duties and obligations of OC or Fibreboard to said insurance company.

**8.3 Governing Law.** Except for purposes of determining the liquidated value of any PI Trust Claim, administration of this TDP shall be governed by, and construed in accordance with, the laws of the State of Delaware. The law governing the liquidation of PI Trust Claims in the case of Individual Review, arbitration or litigation in the tort system shall be the law of the Claimant's Jurisdiction as described in Section 5.3(b)(2) above.

[Statutory demands  
for Judicial Review  
by the law of Civil  
affirmation]

"3 pages"

*Note)*" The Medical / and Exposure Criteria → Under Individual Review. are ~~not~~ Separated, ~~the~~ or the amount of the Claim also.

**5.3(b)(1)(B) Review of Liquidated Value.** Claimants

holding claims involving Disease Levels II – VIII shall also be eligible to seek Individual Amount

Review of the liquidated value of their OC and Fibreboard Claims, as well as of their medical/exposure evidence. The Individual Review Process is intended to result in payments from the OC and/or Fibreboard Sub-Accounts equal to the full liquidated value for each claim multiplied by the Payment Percentage; however, the liquidated value of any OC or Fibreboard Claim that undergoes Individual Review may be determined to be less than the Scheduled Value the claimant would have received under Expedited Review. Moreover, the liquidated value for a claim involving Disease Levels II – VIII shall not exceed the Maximum Value for the relevant Disease Level set forth in Section 5.3(b)(4) below, unless the claim meets the requirements of an Extraordinary Claim described in Section 5.4(a) below, in which case its liquidated value cannot exceed the Maximum Value set forth in that provision for such claims. Because the detailed examination and valuation process pursuant to Individual Review requires substantial time and effort, claimants electing to undergo the Individual Review Process may be paid the liquidated value of their PI Trust Claims later than would have been the case had the claimant elected the Expedited Review Process. Subject to the provisions of Section 5.8, the PI Trust shall devote reasonable resources to the review of all claims to ensure that there is a reasonable balance maintained in reviewing all classes of claims.

*"Note" Read this ↴*

**5.3(b)(2) Valuation Factors to be Considered in Individual Review**

The PI Trust shall liquidate the value of each OC and Fibreboard Claim that undergoes Individual Review based on the historic liquidated values of other similarly situated claims in the tort system for the same Disease Level. The PI Trust will thus take into consideration all of the factors that affect the severity of damages and values within the tort system including, but not

PLAINTIFF  
EXHIBIT  
D

Note)" all of this is considered limited to credible evidence of (i) the degree to which the characteristics of a claim differ from the presumptive Medical/Exposure Criteria for the Disease Level in question; (ii) factors such as the claimant's age, disability, employment status, disruption of household, family or recreational activities, dependencies, special damages, and pain and suffering; (iii) whether the claimant's damages were (or were not) caused by asbestos exposure to an asbestos-containing product prior to December 31, 1982 for which OC or Fibreboard has legal responsibility (for example, alternative causes, and the strength of documentation of injuries); (iv) the industry of exposure; medical / exposure (v) settlements and verdict histories in the Claimant's Jurisdiction for similarly situated claims; and (vi) settlement and verdict histories for the claimant's law firm for similarly situated claims.

For these purposes, the "Claimant's Jurisdiction" is the jurisdiction in which the claim was filed (if at all) against OC or Fibreboard in the tort system prior to the Petition Date. If the claim was not filed against OC or Fibreboard in the tort system prior to the Petition Date, the claimant may elect as the Claimant's Jurisdiction either (i) the jurisdiction in which the claimant resides at the time of diagnosis or when the claim is filed with the PI Trust; or (ii) a jurisdiction in which the claimant experienced exposure to an asbestos-containing product for which OC or Fibreboard has legal responsibility.

With respect to the "Claimant's Jurisdiction" in the event a personal representative or authorized agent makes a claim under this TDP for wrongful death with respect to which the governing law of the Claimant's Jurisdiction could only be the Alabama Wrongful Death Statute, the Claimant's Jurisdiction for such claim shall be the Commonwealth of Pennsylvania, and such claimant's damages shall be determined pursuant to the statutory and common laws of the Commonwealth of Pennsylvania without regard to its choice of law principles. The law provision in Section 7.4 below applicable to any claim with respect to wh

PLAINTIFF  
EXHIBIT  
D

07/09/2010 13:01 312-464-1429

GOLDBERG, WEISMAN & CAI

PAGE 02/02

AMERICAN ARBITRATION ASSOCIATION

In the Matter of the Arbitration between

Re: 31 207 00150 10  
William Jackson  
and  
Owens-Corning Asbestos Settlement Trust

Proof of Award  
"3 Pages"

AWARD OF ARBITRATOR

I, THE UNDERSIGNED ARBITRATOR, having been designated in accordance with the Owens Corning Asbestos Personal Injury Alternative Dispute Resolution Procedures entered into between the above-named parties, and having been duly sworn, and having duly heard the proofs and allegations of the Parties, do hereby, AWARD, as follows:

\$0 (Zero)

This Award is in full settlement of all claims submitted to this Arbitration.

I, Hon. John E. Morrissey, do hereby affirm upon my oath as Arbitrator that I am the individual described in and who executed this instrument which is my Award.

July 9, 2010

Date

Hon. John E. Morrissey

Plaintiff's non-binding  
Arbitrator award

PLAINTIFF

EXHIBIT

E

RECEIVED TIME JUL. 9. 1:56PM

C00135

the person who inflicted such injury has completed his sentence therefor.

(Source: P.A. 84-1043.)

(735 ILCS 5/13-204) (from Ch. 110, par. 13-204)

**Sec. 13-204. Contribution and indemnity.**

(a) In instances where no underlying action seeking recovery for injury to or death of a person or injury or damage to property has been filed by a claimant, no action for contribution or indemnity may be commenced with respect to any payment made to that claimant more than 2 years after the party seeking contribution or indemnity has made the payment in discharge of his or her liability to the claimant.

(b) In instances where an underlying action has been filed by a claimant, no action for contribution or indemnity may be commenced more than 2 years after the party seeking contribution or indemnity has been served with process in the underlying action or more than 2 years from the time the party, or his or her privy, knew or should reasonably have known of an act or omission giving rise to the action for contribution or indemnity, whichever period expires later.

(c) The applicable limitations period contained in subsection (a) or (b) shall apply to all actions for contribution or indemnity and shall preempt, as to contribution and indemnity actions only, all other statutes of limitation or repose, but only to the extent that the claimant in an underlying action could have timely sued the party from whom contribution or indemnity is sought at the time such claimant filed the underlying action, or in instances where no underlying action has been filed, the payment in discharge of the obligation of the party seeking contribution or indemnity is made before any such underlying action would have been barred by lapse of time.

(d) The provisions of this Section, as amended by Public Act 88-538, shall be applied retroactively when substantively applicable, including all pending actions without regard to when the cause of action accrued; provided, however, that this amendatory Act of 1994 shall not operate to affect statutory limitations or repose rights of any party which have fully vested prior to its effective date.

(e) The provisions of this Section shall not apply to any action for damages in which contribution or indemnification is sought from a party who is alleged to have been negligent and whose negligence has been alleged to have resulted in injuries or death by reason of medical or other healing art malpractice.

(Source: P.A. 88-538; 89-626, eff. 8-9-96.)

(735 ILCS 5/13-205) (from Ch. 110, par. 13-205)

**Sec. 13-205. Five year limitation.**

Except as provided in Section 2-725 of the "Uniform Commercial Code", approved July 31, 1961, as amended, and Section 11-13 of "The Illinois Public Aid Code", approved April 11, 1967, as amended, actions on unwritten contracts, expressed or implied, or on awards of arbitration, or to recover damages for an injury done to property, real or personal, or to recover the possession of personal property or damages for the detention or conversion thereof, and all civil actions not otherwise provided for, shall be commenced within 5 years next after the cause of

*Five years  
Statue of  
limitations*

**PLAINTIFF**

**EXHIBIT**

**E**

action accrued.

(Source: P.A. 82-280.)

(735 ILCS 5/13-206) (from Ch. 110, par. 13-206)

Sec. 13-206. Ten year limitation. Except as provided in Section 2-725 of the "Uniform Commercial Code", actions on bonds, promissory notes, bills of exchange, written leases, written contracts, or other evidences of indebtedness in writing and actions brought under the Illinois Wage Payment and Collection Act shall be commenced within 10 years next after the cause of action accrued; but if any payment or new promise to pay has been made, in writing, on any bond, note, bill, lease, contract, or other written evidence of indebtedness, within or after the period of 10 years, then an action may be commenced thereon at any time within 10 years after the time of such payment or promise to pay. For purposes of this Section, with regard to promissory notes dated on or after the effective date of this amendatory Act of 1997, a cause of action on a promissory note payable at a definite date accrues on the due date or date stated in the promissory note or the date upon which the promissory note is accelerated. With respect to a demand promissory note dated on or after the effective date of this amendatory Act of 1997, if a demand for payment is made to the maker of the demand promissory note, an action to enforce the obligation of a party to pay the demand promissory note must be commenced within 10 years after the demand. An action to enforce a demand promissory note is barred if neither principal nor interest on the demand promissory note has been paid for a continuous period of 10 years and no demand for payment has been made to the maker during that period.

(Source: P.A. 95-209, eff. 8-16-07.)

(735 ILCS 5/13-207) (from Ch. 110, par. 13-207)

Sec. 13-207. Counterclaim or set-off. A defendant may plead a set-off or counterclaim barred by the statute of limitation, while held and owned by him or her, to any action, the cause of which was owned by the plaintiff or person under whom he or she claims, before such set-off or counterclaim was so barred, and not otherwise. This section shall not affect the right of a bona fide assignee of a negotiable instrument assigned before due.

(Source: P.A. 83-707.)

(735 ILCS 5/13-208) (from Ch. 110, par. 13-208)

Sec. 13-208. Absence from State. (a) If, when the cause of action accrues against a person, he or she is out of the state, the action may be commenced within the times herein limited, after his or her coming into or return to the state; and if, after the cause of action accrues, he or she departs from and resides out of the state, the time of his or her absence is no part of the time limited for the commencement of the action.

(b) For purposes of subsection (a) of this Section no person shall be considered to be out of the State or to have departed from the State or to reside outside of the State during any period when he or she is subject to the jurisdiction of the courts of this State with respect to that cause of action pursuant to Sections 2-208 and 2-209 of this

PLAINTIFF

EXHIBIT

E

Page 1

Memorandum for the Record

Wayne Johnson - New York

"Note" date

November 8, 1966

F. E. Edwards - Toledo  
A. S. Kavlin - New York  
J. F. Tyrrberg - New York

Asbestos content of Kayle is about 15%, composed of 12-13% Amosite  
mined in Africa and 3% Chrysotile mined in Canada.

WJ:dt  
Wayne Johnson

"Product liability"  
"harmful product"  
"7 pages"  
reduced to the low 13 pages

PLAINTIFF

EXHIBIT

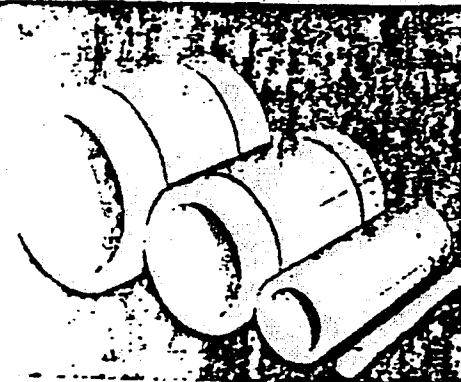
F

Page 2

"Note"  
Date

...insulated piping system. 2.5  
January, 1966

1966 Pipe Insulation



## Kaylo Pipe Insulation

for hot water heating, high temperature  
hot water, steam condensate piping systems and  
all heated lines to 1200F

### uses

### description

Kaylo is particularly suitable for use on high temperature piping systems where high performance and extended temperature range are required. Kaylo is widely used on hot piping where a great degree of physical equipment resistance is required, such as boiler and equipment rooms.

Kaylo Pipe Insulation is a rigid white hydrous calcium silicate insulation molded in sections for all types of indoor and outdoor piping that requires an abuse resistant, durable, efficient insulation, for temperatures up to 1200F.

### benefits

**durability**—Kaylo Pipe Insulation is a strong and rigid material that resists mechanical damage during shipping, installation and service. It is well suited for rough-in exposed locations.

**temperature**—Kaylo's extended temperature range offers longer use for all hot piping to 1200F.

**will not cause stress corrosion cracking**—Kaylo will not cause stress corrosion cracking of stainless steel because Kaylo contains an inhibitor and has less than 200 ppm soluble chlorides.

**unaffected by moisture**—Kaylo can be completely saturated in water without appreciable loss of strength and regains its strength and thermal value after drying out.

Kaylo Pipe Insulation cuts cleanly with straight square edges. The final result is well insulated piping with a smooth finished appearance. Flared fittings are finished with insulating cement and covered with canvas.

\*\* M. REG. O.C.P. CORP.

Kaylo Pipe Insulation combines weatherproofing and insulation in one application. Attractive, maintenance-free factory-welded jackets of stainless steel and aluminum are complete with longitudinal locking seams and end joint butt strips.

"Unprotected Pipe CoverING  
at top, in this picture

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"Product liability"  
harmful product

CG0027

Page 3

power & process piping systems 6.3  
January, 1966

1966  
**Pipe Insulation**

**Kaylo & Kaylo 20  
Pipe Insulations**

*rigid hydrous calcium  
silicate pipe insulations for  
heated piping up to 1800F.*

**uses**

Standard Kaylo is recommended for use on heated piping operating up to 1200F and Kaylo 20 extends the temperature range to 1800F. These thoroughly field-tested insulations have the physical properties most desirable for efficient, durable work for indoor and outdoor power and process piping. A variety of jackets are available for surface finish and weatherproofing.

**description**

Kaylo® & Kaylo 20 pipe insulations are rigid hydrous calcium silicate heat insulations for use on all heated piping up to 1800F—indoors and out. These products are precision molded in sections or segments from a chemical reacted material. A small amount of asbestos fiber is added to improve mechanical strength. Kaylo is white. Kaylo 20 has a slight pinkish color to distinguish it from Kaylo.

**benefits**

**lower operating costs**—Kaylo insulations have excellent thermal efficiency. The low k factor of .37 at 20° mean temperature means lower operating cost, better temperature control for process operations.

**strong**—Kaylo Pipe Insulations are strong and rigid to resist mechanical abuse in shipping, handling and in service.

**versatile**—Kaylo's extended temperature range covers a broad number of uses with one material. All heated piping requirements to 1800F and in sizes from 1" to 30" IPS can be met with Kaylo and Kaylo 20.

**not cause stress corrosion cracking**—Kaylo does not cause stress corrosion cracking of stainless steel because Kaylo contains an inhibitor, and has no soluble chlorides.

**unaffected by moisture**—Kaylo can be completely saturated in water without appreciable loss of strength and regains its strength and thermal value after drying out.

**clean, neat installation**—Kaylo cuts cleanly leaving a sharp square edge for neater appearance on fittings. Rigid manufacturing tolerances assure uniform, smooth, unbroken joints.

**variety of jackets**—A variety of factory-applied jackets allows a selection of product for indoor finished appearance or for weatherproofing insulation on outdoor lines.

**nesting sizes**—Kaylo and Kaylo 20 Pipe Insulations are manufactured to Simplified Dimensional Standards to permit nesting sizes for double layer applications.

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*Product liability  
harmful product*

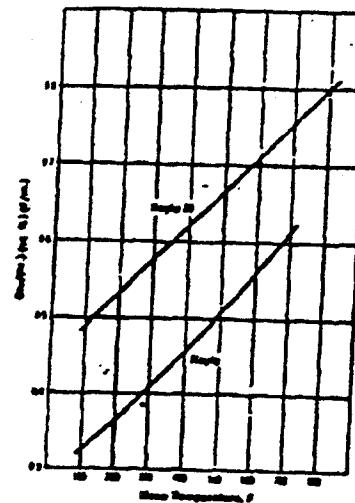
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Page 5

**physical properties**

	Kaylo	Kaylo 20
density		
approximately	11 lb. pcf.	12 lb. pcf.
flexural strength (ASTM C-103)	50 lbs./sq. in.	90 lbs./sq. in.
compressive strength (ASTM C-165) at 5% de- formation	120 psi	130 psi
resistance to abrasion (Conventional tumbling test-loss in weight after 10 min.) before heating after heating for 24 hr. at	750° — 5% at 1000° — 4% at 1200° — 3%	1200° — 5% 1800° — 20%
alkalinity corrosion resistance	ph 10	ph 10
dimensional stability linear shrinkage after heating for 24 hrs. in a muffle	at 750° — 0.8% at 1000° — 0.9% at 1200° — 1.6%	1200° — 0.7% 1300° — 1.5%
specific heat	0.22 btu/lb.F	0.22 btu/lb.F
thermal diffusivity sq. ft./hr. at 200°F mean Temp.	0.012	0.016

**thermal conductivity****sizes**

**Thickness** — Kaylo Pipe Insulation is available in single or double layer thicknesses from 1" to 3" depending upon pipe size. Kaylo Tube insulation is available in single layer thicknesses of 1" and 1½".

**Pipe sizes** — Kaylo Pipe insulation is available to 14" nominal size — sizes from 1½" to 30" in diameter. Kaylo Tube insulation is 14" nominal copper tubing sizes from 1½" to 3" in diameter.

**Forms** — Kaylo Pipe insulation is available in sectional or multi-segmental form depending upon pipe size. All insulation is furnished in 3' L sections.

**Sections**

**Sections** — Kaylo Sectional Pipe insulation includes standard canvas jackets, at no additional charge, on thicknesses up to 3" including 3", depending on pipe size. Standard canvas is furnished in sectional forms at a right additional cost. Forms are available for use with the product at slight additional charge and will be furnished on request.

**Flanges and Fittings** — canvas jackets are available for all types, sizes and thicknesses of Kaylo Pipe and Tube insulation at an additional charge. These jackets are factory applied on Sectional Pipe and Tube insulation. On Multi-segmental forms, they are furnished but not adhered.

**Kaylo® Klad** — Kaylo is also available with an embossed aluminum jacket .018" thick or .030" thick stainless steel jacket. These jackets provide greater resistance to mechanical damage and present a neat finished appearance to pipe lines. The longitudinal seam has a self-locking joint. Butt sealing is made with integral mastic and protective asbestos cover are furnished for sealing and joints. See data sheet for complete information on Kaylo Klad.

**Product specification compliance**

**C-103-C-239** — Insulation Block and Pipe Covering. Thermal Conductivity for Temperatures up to 170°F Type II (higher than) Class A thru E.

**MIL-I-2731D (Int. Amend. 1)** — Insulation Pipe Covering. Thermal Grade I, Class II; Class III, Class C. Type I & II.

**application recommendations**

**Outdoor Lines** — Kaylo Pipe Insulations are mechanically fastened by wiring in place using 16 gauge wire on 9" centers and subsequently covered with a weatherproof jacket of metal or 45 lb. roofing felt. See Application Specifications for complete details.

**Indoor Lines** — Kaylo for indoor piping work is furnished with a factory-applied canvas jacket and held in place with bands or wire. The jacket has overlapping joint flaps that are smoothly pasted in place. Canvas should be sized to provide a base for pasting.

**Fittings** — Fitting are insulated with mitered segments of Kaylo wool in place and finished with a 14" layer of insulating cement. Flanges and valves are insulated with oversized pipe insulation. They are finished off with canvas pasted in place for indoor piping or reinforced waterproof means for outdoor lines.



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Unprotected  
Pipe Covering Workers  
Without respirators  
breathing\*  
Kawlin  
COOC26

Product liability  
Harmful Product

"Note" Date

1966

Number of units 2.0  
continuous insulation 2.0  
average process equipment 2.0  
total 6 tanks 7.0  
average 1.0 tanks 2.0  
total 12 tanks 2.0

## Equipment Insulation

### Kaylo & Kaylo 20 Block Insulation

rigid calcium silicate insulations for  
all types of heated equipment operating at  
temperatures up to 1200°F.

#### Kaylo uses

Kaylo Block is for use on indoor or outdoor equipment  
operating at temperatures up to 1200°F. Kaylo Block  
is especially suited for use on stainless steel vessels and  
apparatus as it inhibits stress corrosion cracking.  
Other applications are for boilers, breeching, tanks,  
etc.

Kaylo 20 with its high temperature limit of 1200°F  
permits its use to include refractory wall backing for  
trusses and boilers and fireproofing of equipment  
and vessel skins.

#### benefits

High thermal efficiency—both Kaylo and Kaylo 20  
offer excellent thermal efficiency coupled with  
high strength. A low k of .37 for Kaylo and .43  
for Kaylo 20 at 200°F mean temperature proves  
that Kaylo will provide significant savings in oper-  
ating costs over the life of the equipment.

Resistant to abuse—resists mechanical damage  
because of hard, tough, reinforced structure.

Strong—less breakage in shipment and handling.  
Wide temperatures have little effect on strength  
characteristics.

Will not cause stress corrosion cracking—Kaylo  
will not cause stress corrosion cracking of stainless  
steel because Kaylo contains less than 200 ppm  
soluble chlorides as well as an inhibitor which  
revents large quantities of chloride from the

T.M. REG. U.S.P.T.O.

atmosphere or other sources from causing crack-  
ing and possible failure of piping and equipment.

Resistant to moisture damage—unlike many other  
insulations, Kaylo is not affected appreciably from  
moisture damage. It regains thermal efficiency  
and strength after drying out. Outdoor installations  
must be weatherproofed, however, for long  
continuous service.

Dimensionally stable—Kaylo does not shrink  
appreciably in service, even at elevated temper-  
atures. This means less heat leakage at the  
joints. And Kaylo will not warp or crack in service.

Fabricates easily—ordinary insulators tools are  
all that is required to fabricate Kaylo. It cuts with  
a clean true edge for tighter fit at the joints. Fit-  
tings are neater, faster.

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"Product liability"  
"Wimful product"

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**physical properties**

density Standard Kaylo Kaylo 20  
11 psf approx. 12 psf approx.  
Flexural strength over 50 lb/sq. in. 50 lb/sq. in.  
(ASTM C-203)

compressive strength: (at 5% deformation)  
(ASTM C-165) Kaylo 20: before heating,  
130 lbs. per square inch.

Standard Kaylo: before heating, 150 lb/sq.  
in.; 144 lb/sq. in. at 750°F; 123 lb/sq. in. at  
1000°F; 117 lb/sq. in. at 1200°F; after boiling  
for 24 hr., 74 lb/sq. in. (while wet).

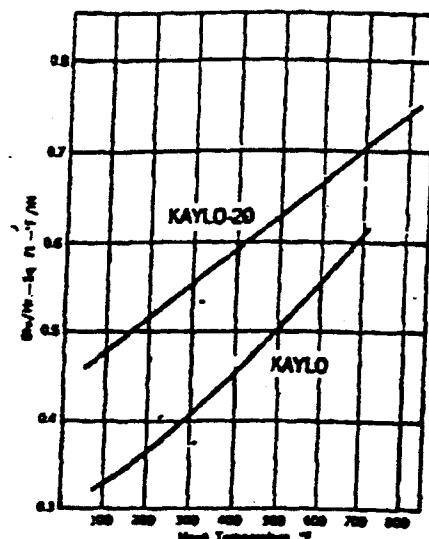
resistance to abrasion: (conventional tumbling test—  
loss in weight after 10 min.)

standard Kaylo	Kaylo 20
before heating 9%	7%
after heating for 24 hr.	
750°F 5%	
1000°F 4%	
1200°F 3%	
1500°F 5%	20%

alkalinity: pH 10

dimensional stability: linear shrinkage after  
heating for 24 hours in muffle

standard Kaylo	Kaylo 20
750°F 0.8%	
1000°F 0.9%	
1200°F 1.4%	0.7%
1500°F 1.6%	1.6%

**thermal conductivity****key**

ET—recommended thickness (inches)  
ML—min. loss ... Btu/hr./inch foot  
ST—surface temperature

**economic thicknesses**

Selection of insulator thicknesses for any specific application should take into consideration the following important criteria: 1. Cost of insulation applied. 2. Cost of heat energy. 3. Cost of capital. 4. Cost of depreciation—plant and in-

stallation. 5. Capital investment in heat production equipment. 6. Temperature differential. 7. Size of the pipe or surface. 8. Conductivity of insulation.

For hot piping, the tabulated thicknesses are optimum thicknesses calculated on an "Economy" basis for heat conservation under average operating conditions and ensure adequate temperature control. Other conditions may warrant the use of other thicknesses.

\*From "How to Determine Economic Thickness of Insulators"—National Insulation Manufacturers Association.

**Kaylo Block to 1200°F—ambient temperature 50°F**

Operating Temp. F	Commercial			Power			Process		
	ET	ML	ST	ET	ML	ST	ET	ML	ST
100	1	36	103	1	36	103	1	36	103
125	116	58	110	1	60	119	1	60	120
250	48	108	196	74	122	1	108	126	
350	36	47	108	2	52	126	116	104	126
500	17	46	128	35	128	116	133	140	
750				3	50	129	2	127	145
1000				4	55	124	214	125	144
1250				6	56	127	3	126	144
1500				7	56	125	125	144	
1750				9	56	125	125	144	
2000				11	56	125	125	144	
2250				13	56	125	125	143	
2500				15	56	127	416	127	143

**sizes**

Stock sizes—1", 1 1/2", 2", 2 1/2", 3", 3 1/2" and 4"  
Stock sizes—5", 6", 12" and 18"

Stock sizes—8" to 36"

Stock sizes—5' to 30'

**insulated lags**

Lags greater than those for which Kaylo and Kaylo 20 blocks are available, Kaylo and Kaylo 20 beveled ends may be used to insulate piping. Lags beveled to fit pipes from 18" to 36" in diameter are available in thicknesses of 1", 2", 2 1/2", 3". Lags are 30" long and 3" wide.

**Kaylo 20 Block to 1200°F—  
ambient temperature 50°F**

Operating Temp. F	Power			Process		
	ET	ML	ST	ET	ML	ST
1300	7%	111	136	6	135	148
1400	8	117	139	64	143	152
1500	8	123	142	7	151	155
1600	8%	129	145	7	158	159
1700	9	135	168	7%	165	163
1800	9%	141	151	7%	172	166

**federal specifications**

HH-I-5230 Insulation Block, Pipe Covering, and Cement, Thermal, Calcium Silicate, Type I.  
ML-I-2105D Insulation Block, Thermal, Class 1, 2 & 3, ASTM C513-64T: Kaylo—Class 1 & 2; Kaylo 20—Class 1, 2, 3.

**application recommendations**

Kaylo and Kaylo 20 Blocks are held in place by mechanically fastening with bands, welded nuts or studs. The insulation may be finished with a brewer coat of insulating cement, camouflaged and painted. Outdoor installations require weatherproofing with mastics or metal jacketing.

OWENS-CORNING PREMIUM AIR INSULATION  
Industrial and Commercial General Offices.

P.O. Box 123-3279

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100, 717 Fifth Avenue, New York, New York 10022  
100, Santa Clara, California 95052

United States 1966

"Date" Date 1966

"Product (highly) harmful product"

C00021

## Illinois Compiled Statutes

### Information maintained by the Legislative Reference Bureau

Updating the database of the Illinois Compiled Statutes (ILCS) is an ongoing process. Recent laws may not yet be included in the ILCS database, but they are found on this site as soon after they become law. For information concerning the relationship between statutes and Public Acts, refer to the

Because the statute database is maintained primarily for legislative drafting purposes, statutory changes are sometimes included in the statute database before they take effect. If the source note at the end of a Section of the statutes includes a Public Act that has not yet taken effect, the version of the law that is currently in effect may have already been removed from the database and you should refer to that Public Act to see the changes made to the current law.

## CIVIL PROCEDURE (735 ILCS 5/1) Code of Civil Procedure.

"6 pages"

(added to product)  
liability 13 pages

(735 ILCS 5/Art. II Pt. 21 heading)  
Part 21. Product Liability

(735 ILCS 5/2-2101)

(This Section was added by P.A. 89-7, which has been held unconstitutional)

Sec. 2-2101. Definitions. For purposes of this Part, the terms listed have the following meanings:

"Clear and convincing evidence" means that measure or degree of proof that will produce in the mind of the trier of fact a high degree of certainty as to the truth of the allegations sought to be established. This evidence requires a greater degree of persuasion than is necessary to meet the preponderance of the evidence standard.

"Harm" means (i) damage to property other than the product itself; (ii) personal physical injury, illness, or death; (iii) mental anguish or emotional harm to the extent recognized by applicable law; (iv) any loss of consortium or services; or (v) other loss deriving from any type of harm described in item (i), (ii), (iii), or (iv).

"Manufacturer" means (i) any person who is engaged in a business to design or formulate and to produce, create, make, or construct any product or component part of a product; (ii) a product seller with respect to all component parts of a product or a component part of a product that is created or affected when, before placing the product in the stream of commerce, the product seller designs or formulates and produces, creates, makes, or constructs an aspect of a product or a component part of a product made by another; or (iii) any product seller not described in (ii) that holds itself out as a manufacturer to the user of the product.

"Product liability action" means a civil action brought on any theory against a manufacturer or product seller for harm caused by a product.

"Product seller" means a person who, in the course of a business conducted for that purpose, sells, distributes,

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law

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leases, installs, prepares, blends, packages, labels, markets, repairs, maintains, or otherwise is involved in placing a product in the stream of commerce.

(Source: P.A. 89-7, eff. 3-9-95.)

(735 ILCS 5/2-2102)

(This Section was added by P.A. 89-7, which has been held unconstitutional)

Sec. 2-2102. Effect on other laws. Except as may be provided by other laws, any civil action that conforms to the definition of a product liability action as defined in Section 2-2101 of this Part shall be governed by the provisions of this Part.

(Source: P.A. 89-7, eff. 3-9-95.)

(735 ILCS 5/2-2103)

(This Section was added by P.A. 89-7, which has been held unconstitutional)

Sec. 2-2103. Federal and State standards; presumption. In a product liability action, a product or product component shall be presumed to be reasonably safe if the aspect of the product or product component that allegedly caused the harm was specified or required, or if the aspect is specifically exempted for particular applications or users, by a federal or State statute or regulation promulgated by an agency of the federal or State government responsible for the safety or use of the product before the product was distributed into the stream of commerce.

(Source: P.A. 89-7, eff. 3-9-95.)

(735 ILCS 5/2-2104)

(This Section was added by P.A. 89-7, which has been held unconstitutional)

Sec. 2-2104. No practical and feasible alternative design; presumption. If the design of a product or product component is in issue in a product liability action, the design shall be presumed to be reasonably safe unless, at the time the product left the control of the manufacturer, a practical and technically feasible alternative design was available that would have prevented the harm without significantly impairing the usefulness, desirability, or marketability of the product. An alternative design is practical and feasible if the technical, medical, or scientific knowledge relating to safety of the alternative design was, at the time the product left the control of the manufacturer, available and developed for commercial use and acceptable in the marketplace.

(Source: P.A. 89-7, eff. 3-9-95.)

(735 ILCS 5/2-2105)

(This Section was added by P.A. 89-7, which has been held unconstitutional)

Sec. 2-2105. Changes in design or warning; inadmissibility. When measures are taken which, if taken previously, would have made an event less likely to occur, evidence of the subsequent measures is not admissible to prove a defect in a product, negligence, or culpable conduct in connection with the event. In a product liability action brought under any theory or doctrine, if the feasibility of a design change or change in warnings is not controverted, then

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a subsequent design change or change in warnings shall not be admissible into evidence. This rule does not require the exclusion of evidence of subsequent measures when offered for another purpose such as proving ownership, control, or impeachment.

(Source: P.A. 89-7, eff. 3-9-95.)

(735 ILCS 5/2-2106)

(This Section was added by P.A. 89-7, which has been held unconstitutional)

Sec. 2-2106. Provision of written warnings to users of product; nonliability.

(a) The warning, instructing, or labeling of a product or specific product component shall be deemed to be adequate if pamphlets, booklets, labels, or other written warnings were provided that gave adequate notice to reasonably anticipated users or knowledgeable intermediaries of the material risks of injury, death, or property damage connected with the reasonably anticipated use of the product and instructions as to the reasonably anticipated uses, applications, or limitations of the product anticipated by the defendant.

(b) In the defense of a product liability action, warnings, instructions or labeling shall be deemed to be adequate if the warnings, instructions or labels furnished with the product were in conformity with the generally recognized standards in the industry at the time the product was distributed into the stream of commerce.

(c) Notwithstanding subsections (a) and (b), a defendant shall not be liable for failure to warn of material risks that were obvious to a reasonably prudent product user and material risks that were a matter of common knowledge to persons in the same position as or similar positions to that of the plaintiff in a product liability action.

(d) In any product liability action brought against a manufacturer or product seller for harm allegedly caused by a failure to provide adequate warnings or instructions, a defendant manufacturer or product seller shall not be liable if, at the time the product left the control of the manufacturer, the knowledge of the danger that caused the harm was not reasonably available or obtainable in light of existing scientific, technical, or medical information.

(Source: P.A. 89-7, eff. 3-9-95.)

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law  
4 pages*

(735 ILCS 5/2-2106.5)

(This Section was added by P.A. 89-7, which has been held unconstitutional)

Sec. 2-2106.5. Inherent characteristics of products; nonliability. In a product liability action, a manufacturer or product seller shall not be liable for harm allegedly caused by a product if the alleged harm was caused by an inherent characteristic of the product which is a generic aspect of the product that cannot be eliminated without substantially compromising the product's usefulness or desirability and which is recognized by the ordinary person with the ordinary knowledge common to the community.

(Source: P.A. 89-7, eff. 3-9-95.)

(735 ILCS 5/2-2107)

(This Section was added by P.A. 89-7, which has been held

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unconstitutional)

Sec. 2-2107. Punitive damages. In a product liability action, punitive damages shall not be awarded against a manufacturer or product seller if the conduct of the defendant manufacturer, seller, or reseller that allegedly caused the harm was approved by or was in compliance with standards set forth in an applicable federal or State statute or in a regulation or other administrative action promulgated by an agency of the federal or State government responsible for the safety or use of the product, which statute or regulation was in effect at the time of the manufacturer's or product seller's alleged misconduct, unless the plaintiff proves by clear and convincing evidence that the manufacturer or product seller intentionally withheld from or misrepresented to Congress, the State legislature, or the relevant federal or State agency material information relative to the safety or use of the product that would or could have resulted in a changed decision relative to the law, standard, or other administrative action.

(Source: P.A. 89-7, eff. 3-9-95.)

(735 ILCS 5/2-2108)

(This Section was added by P.A. 89-7, which has been held unconstitutional)

Sec. 2-2108. No cause of action created. Nothing in this Part shall be construed to create a cause of action.

(Source: P.A. 89-7, eff. 3-9-95.)

(735 ILCS 5/2-2109)

(This Section was added by P.A. 89-7, which has been held unconstitutional)

Sec. 2-2109. This amendatory Act of 1995 adding Part 21 to the Code of Civil Procedure applies to causes of action accruing on or after its effective date.

(Source: P.A. 89-7, eff. 3-9-95.)

*Statutory Law*



(b) To recover punitive damages in cases described in subsection (a), a plaintiff must show by clear and convincing evidence that the defendant's conduct was with evil motive or with a reckless and outrageous indifference to a highly unreasonable risk of harm and with a conscious indifference to the rights and safety of others. "Clear and convincing evidence" means that measure or degree of proof that will produce in the mind of the trier of fact a high degree of certainty as to the truth of the allegations sought to be established. This evidence requires a greater degree of persuasion than is necessary to meet the preponderance of the evidence standard.

(c) In any action including a claim for punitive damages, a defendant may request that the issues relating to punitive damages be tried separately from the other issues in the action. If such a request is made, the trier of fact shall first hear evidence relevant to, and render a verdict upon, the defendant's liability for compensatory damages and the amount thereof. If the trier of fact makes an award of actual damages, the same trier of fact shall immediately hear any additional evidence relevant to, and render a verdict upon, the defendant's liability for punitive damages and the amount thereof. If no award of actual damages is made, the claim for punitive damages shall be dismissed. If the defendant requests a separate proceeding concerning liability for punitive damages pursuant to this Section, and the proceeding is held, evidence relevant only to the claim of punitive damages shall be inadmissible in any proceeding to determine whether compensatory damages are to be awarded.

(d) The limitations of subsection (a) shall not apply in a case in which a plaintiff seeks damages against an individual on account of death, bodily injury, or physical damage to property based on any theory or doctrine due to an incident or occurrence for which the individual has been charged and convicted of a criminal act for which a period of incarceration is or may be a part of the sentence.

(e) Nothing in this Section shall be construed to create a right to recover punitive damages.

(f) This amendatory Act of 1995 applies to causes of action accruing on or after its effective date.

(Source: P.A. 89-7, eff. 3-9-95.)

(735 ILCS 5/2-1115.1)

(This Section was added by P.A. 89-7, which has been held unconstitutional)

*statutory  
law*

Sec. 2-1115.1. Limitations on recovery of non-economic damages.

(a) In all common law, statutory or other actions that seek damages on account of death, bodily injury, or physical damage to property based on negligence, or product liability based on any theory or doctrine, recovery of non-economic damages shall be limited to \$500,000 per plaintiff. There shall be no recovery for hedonic damages.

(b) Beginning in 1997, every January 20, the liability limit established in subsection (a) shall automatically be increased or decreased, as applicable, by a percentage equal to the percentage change in the consumer price index-u during

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the preceding 12-month calendar year. "Consumer price index-u" means the index published by the Bureau of Labor Statistics of the United States Department of Labor that measures the average change in prices of goods and services purchased by all urban consumers, United States city average, all items, 1982-84 = 100. The new amount resulting from each annual adjustment shall be determined by the Comptroller and made available to the chief judge of each judicial circuit.

(c) The liability limits at the time at which damages subject to such limits are awarded by final judgment or settlement shall be utilized by the courts.

(d) Nothing in this Section shall be construed to create a right to recover non-economic damages.

(e) This amendatory Act of 1995 applies to causes of action accruing on or after its effective date.

(Source: P.A. 95-331, eff. 8-21-07.)

(735 ILCS 5/2-1115.2)

(This Section was added by P.A. 89-7, which has been held unconstitutional)

Sec. 2-1115.2. Economic and non-economic loss. In all actions on account of bodily injury, death, physical damage to property based on negligence, or a product liability action as defined in Section 2-2101, the following terms have the following meanings:

(a) "Economic loss" or "economic damages" means all damages which are tangible, such as damages for past and future medical expenses, loss of income or earnings and other property loss.

(b) "Non-economic loss" or "non-economic damages" means damages which are intangible, including but not limited to damages for pain and suffering, disability, disfigurement, loss of consortium, and loss of society.

(c) "Compensatory damages" or "actual damages" are the sum of economic and non-economic damages.

This amendatory Act of 1995 applies to causes of action filed on or after its effective date.

(Source: P.A. 89-7, eff. 3-9-95.)

(735 ILCS 5/2-1116) (from Ch. 110, par. 2-1116)

(Text of Section WITH the changes made by P.A. 89-7, which has been held unconstitutional)

Sec. 2-1116. Limitation on recovery in tort actions; fault.

(a) The purpose of this Section is to allocate the responsibility of bearing or paying damages in actions brought on account of death, bodily injury, or physical damage to property according to the proportionate fault of the persons who proximately caused the damage.

(b) As used in this Section:

"Fault" means any act or omission that (i) is negligent, willful and wanton, or reckless, is a breach of an express or implied warranty, gives rise to strict liability in tort, or gives rise to liability under the provisions of any State

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PAGE 3

was informed of the strategy and compilation of the asbestos articles was approved. (PL Exh 3).

The evidence showed that from its inception, OC used the health of American workers as a marketing tool. First, good health information about its fiberglass products was highly publicized to workers while OC threatened to tell workers about the bad health aspect of its competitors' asbestos products. In 1942 OC's strategy changed when OI developed a new product they called Kaylo insulation. Unlike prior OC or OI insulation, Kaylo contained significant amounts of asbestos. (PL Exh 19). The "strategy for 1942" was not implemented and the next time that OC would undertake to tell American workers about the dangers of asbestos was thirty (30) years later when asbestos was removed from Kaylo.

When Kaylo was first developed, OI hoped that it might not be as dangerous to workers as other asbestos products. (PL Exh 18). To investigate this potential in 1943, OI had Kaylo dust studied at the Saranac Laboratory. *Id.* However almost immediately, Mr. Bowes director of OI research and an OC director, was informed by Saranac that Kaylo dust had "all the ingredients for a first class hazard". (PL Exh 19). In 1944, Saranac informed OC Director Bowes that Kaylo dust had proven to be "toxic". (PL Exh 20). After further study, in 1948 Bowes was further advised by Saranac that Kaylo "must be regarded as a potentially hazardous material." (PL Exh 14). In 1952, Saranac prepared a final written report concerning Kaylo wherein it again noted the "toxic" properties of Kaylo dust. (PL Exh 16 p.3).

OC claims that the Saranac documents demonstrated only that Kaylo dust, when inhaled in extraordinary amounts by laboratory animals over long periods of time, was capable of producing lung fibrosis characteristic of

ver, the Saranac

· Sovreable  
Knowledge

before 1966



· Sovreable  
Knowledge

30-68-2  
FIBERGLAS

INTRA-COMPANY CORRESPONDENCE

To: Mr. O. W. Pfeifer - Granville  
Dr. W. C. Taylor - Toledo  
Mr. M. D. Burch - Toledo  
Mr. R. L. Logan, Jr. - Toledo  
F. H. Edwards - Toledo

Re: January 22, 1963

INQUIRIES ABOUT KAYLO

PAGE 4

I have been receiving inquiries from various sources about the health hazards of our Kaylo products and I assume that this will continue. No doubt, Dr. Selikoff's articles have created rather broad concern about this subject. The latest inquiry came from the Navy Department, Washington, D. C.

The reason for this memo is that I believe you should be kept informed about the status of the situation and that we should continue to give serious consideration to the labeling of our Kaylo products in a manner similar to that currently being used by Johns-Manville. In my opinion, the fact that Johns-Manville is labeling their preferred products is in itself a pressure on the whole industry to consider labeling.

I do not know how many states will allow suit to be brought against negligent manufacturers despite the existence of a Workmen's Compensation Law. I do know that this may be done in certain states and that if it is done, the amounts requested are usually sizable. This problem is one for our Legal Department to decide.

[REDACTED]   
F. H. Edwards

FNS:JS

Forseeable  
Knowledge  
before  
1966

PLAINTIFF  
EXHIBIT  
G

THE TRUDEAU FOUNDATION  
FOR  
THE CLINICAL AND EXPERIMENTAL STUDY OF PULMONARY DISEASE

AT SARANAC LAKE, N.Y.  
THE SARANAC LABORATORY  
THE TRUDEAU FOUNDATION  
THE TRUDEAU SCHOOL

AT TRUDEAU, N.Y.  
THE DEPARTMENT OF PHYSIOLOGY  
THE DEPARTMENT OF BIOCHEMISTRY  
~~THE DEPARTMENT OF RADIOLOGY~~  
THE TRUDEAU LABORATORY

January 7, 1952

1952

Page 1

Mr. W. G. Hazard,  
Industrial Relations Division  
Owens-Illinois Glass Company  
Dayton 1, Ohio

Dear Bill:

Herewith is the final report of our studies concerning  
The Capacity of Inhaled Kayle Dust to Injure the Lung. We  
are enclosing four copies for distribution by you. One copy  
has been sent to Doctor Shock for his information and we are  
retaining a copy for our files.

The results of the investigations with animals show that  
Kayle dust is capable of producing a peribronchial fibrosis  
typical of asbestosis. The dust also has a slightly unfavorable  
influence upon a tuberculous infection. Although extrapolation  
from animal to human experience is difficult, nevertheless the  
results of the study indicate that every precaution should be  
taken to protect workers against inhaling the dust. Therefore,  
control measures should be directed to reducing the amount of  
atmospheric dust, especially at those points of operation  
where dust is generated. Our report of May 29, 1951 concerning  
the industrial hygiene survey may be of help to you in this re-  
gard.

We hope to publish this study either separately or in combina-  
tion with similar studies pertaining to other dust. In doing so,  
however, reference will be made only to hydrous calcium silicate  
and not to "Kayle;" thus the interest of your Company will be safe-  
guarded. Of course the final manuscript will be forwarded to you  
for review before being released to the publisher. Your comment  
in this regard would assist us greatly in preparing the manuscript.

In submitting this final report, may I express to you and others  
of the Company our sincere appreciation for having had the privilege  
of collaborating with the Owens-Illinois Glass Company in the study  
of Kayle. The collaboration has always been most pleasant and stim-  
ulating.

With every best wish,

Sincerely yours,

Arthur J. Vorwald, M.D.  
Director

AM:EB  
Encs. (4)  
CC: C. F. Shock, M.D.

+ Sakata  
"8 pages"

Scalable  
Knowledge  
before 1966



Page 2

[REDACTED] report unequivocally advised OC that "very small numbers of [asbestos] fibers" are capable of producing asbestos disease. (PL Exh 15 p.6-7). As OC president John Thomas testified, the Saranac studies should have been a "red flag" (T545), and we should have warned the workers at that time. (T545).

In 1953, OC became the national distributor of Kaylo which continued to be manufactured by OI.

In 1956, OC's medical consultant and director of Saranac Laboratories, Dr. Schepers, wrote to OC advising them, "I suppose you already know that asbestos is fairly well incriminated as a carcinogen". (PL Exh 88 p.5). OC's response to Dr. Schepers' letter was:

This is certainly not what I had in mind when I asked Dr. Schepers to give us a letter incorporating favorable statements based upon past experiments with fiberglass in the laboratory. I personally do not like the general tenor of the letter. It is certainly nothing that we could show customers or a union.

(PL Exh 98). Dr. Schepers was correct that by 1956 OC had already learned that asbestos was carcinogenic. In fact, OC had been advised eleven years before, that asbestos caused cancer of the pleura, the cancer that Mr. Ballard developed. (PL Exh 63 p.3).<sup>5</sup>

Despite all that it knew in 1956 concerning the danger which Kaylo presented to workers, and specifically that Kaylo was a "toxic" carcinogen, OC claimed in its sales brochure that Kaylo was:

'In the 1940's OC was a member of an organization known as the Industrial Health Foundation (IHF). The IHF produced for its members a periodical known as the IHF Digest. In the January, 1945 issue of the IHF Digest appeared stating that cancer medical research was caused by exposure to asbestos. (PL Exh 63).

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EXHIBIT  
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Severable  
knowledge  
before 1966

Kaylo-20 products are presently available on a made-to-order basis only. Properties and characteristics have been determined from laboratory tests only. Data is subject to change without notice and is subject to normal manufacturing and testing tolerances.

### physical properties

#### density:

approximately 12 lbs. per cu. ft.

#### flexural strength:

50 lbs. per sq. in.

#### compressive strength:

100 lbs. per sq. in. at 5% deformation.

#### dimensional stability:

(linear shrinkage after heating for 6 hours at 1800 F.)  
less than 1.5%

#### moisture absorption (by volume):

(after 6 hours exposure in atmosphere of 120° F. and 90% relative humidity) 0.9%

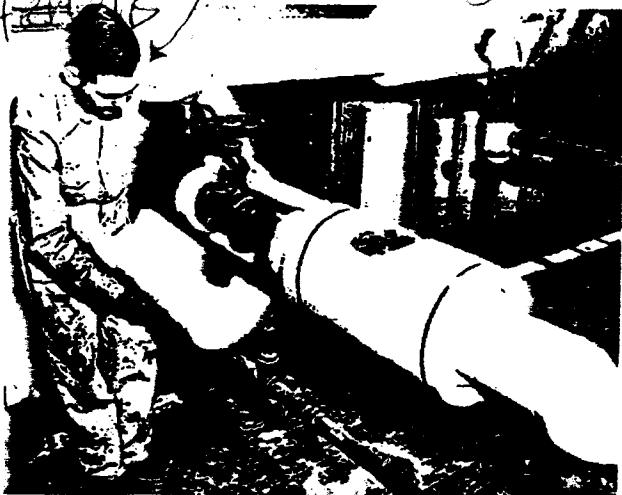
#### working temperatures:

up to 1800 F.

Page 1

Note" NO DUSTS

Unprotected asbestos Kaylo pipe  
Covering insulation worker  
With no respirator mask,  
breathing toxic asbestos Kaylo  
Materials



- Warning
- Use a respirator
- Complaint

size 3-4

Light in weight, Kaylo-20 Pipe  
requires no special application techniques.



Kaylo-20 Pipe Insulation is adaptable to vessels of unconventional size and shape. Used on pipes, breechings, ducts and boilers, it is shown here on steam lines of a power station's turbines.

### design-data

The table below has been developed to serve as a guide to recommended thicknesses for Kaylo-20 Pipe Insulation. These are average figures and may be adjusted to meet special conditions encountered on specific jobs. Kaylo heat loss data is available for use where plant operating economics and other conditions demand greater insulation thicknesses.

### recommended thicknesses

nom. pipe size	temp. difference—hot surface to air, deg. F.							
	1100	1200	1300	1400	1500	1600	1700	1800
1/2	2 1/2	3	3	3 1/2	3 1/2	4	4 1/2	4 1/2
5/8	2 1/2	3	3	3 1/2	3 1/2	4	4 1/2	4 1/2
1	2 1/2	3	3	3 1/2	3 1/2	4	4 1/2	5
1 1/4	2 1/2	3	3	3 1/2	4	4 1/2	5	5
1 1/2	3	3	3	3 1/2	4	4 1/2	5	5 1/2
2	3	3	3 1/2	4	4 1/2	4 1/2	5	5 1/2
2 1/2	3 1/2	3 1/2	4	4	4 1/2	5	5 1/2	6
3	3 1/2	3 1/2	4	4	4 1/2	5	5 1/2	6
3 1/2	3 1/2	4	4 1/2	4 1/2	5	5 1/2	6	6 1/2
4	3 1/2	4	4 1/2	4 1/2	5	5 1/2	6	6 1/2
5	4	4 1/2	5	5	5 1/2	6	6 1/2	7
6	4	4 1/2	5	5	5 1/2	6	6 1/2	7
8	4 1/2	4 1/2	5	5	5 1/2	6	6 1/2	7
10	4 1/2	5	5	5 1/2	6	6 1/2	7	7 1/2
12	5	5	5 1/2	5 1/2	6	6 1/2	7	7 1/2
14	5	5 1/2	5 1/2	6	6 1/2	7	7 1/2	8
16	5	5 1/2	6	6 1/2	7	7 1/2	8	8 1/2
18	5	5 1/2	6	6 1/2	7	7 1/2	8	8 1/2
20	5 1/2	6	6 1/2	7	7 1/2	8	8 1/2	9
24-72	5 1/2	6	6 1/2	7	7 1/2	8	8 1/2	9

For temperatures up to 1000 F. use standard Kaylo recommended thicknesses listed in IN6.A2.

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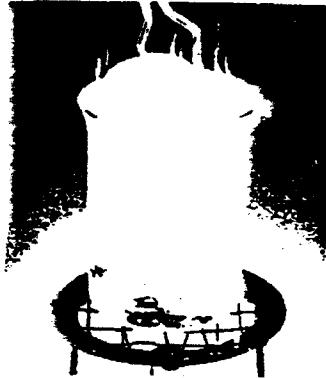
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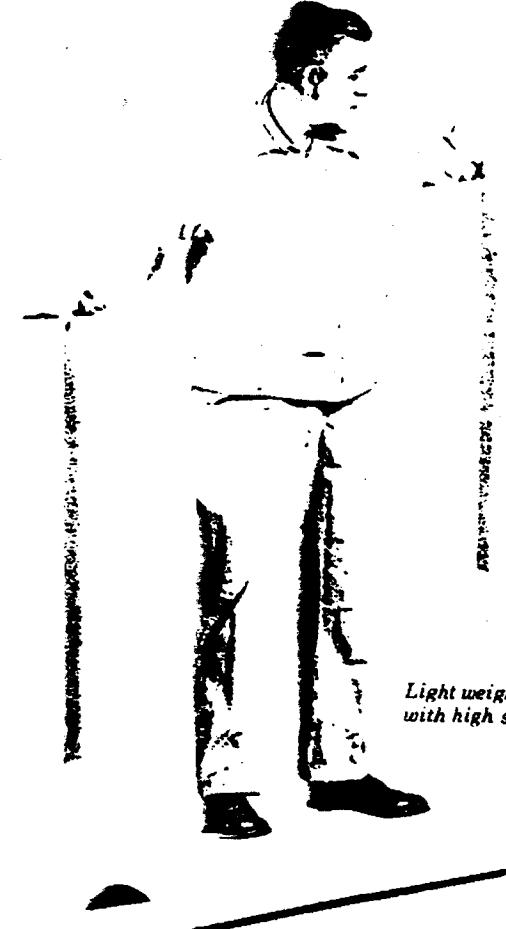
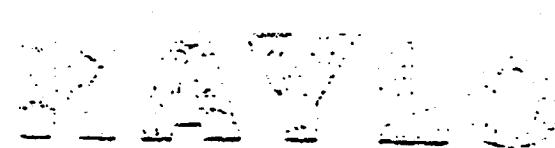


Kaylo Heat Insulation is easily cut with ordinary tools.

Page 2



Boiling water does not break it down.



Light weight combined with high strength.

**Kaylo Heat Insulation** is made of a chemical compound of lime and silica developed by Owens-Illinois Glass Company. Although not glass, it is made of materials similar to those used in glass, and with which Owens-Illinois has had long experience. The technical name is hydrous calcium silicate. Since it is a chemically reacted material, it contains no added binder. For mechanical effects, a small amount of asbestos fiber is included at the time of manufacture.

Few materials have been so thoroughly tested. Owens-Illinois began work on hydrous calcium silicates in 1938, but no material was offered to the general market until 1943. Thousands of installations since that time have proved field superiority, yet research and product development are still continuing.

Kaylo Heat Insulation is made both as block and as molded pipe insulation, with the widest range of sizes, forms and thicknesses of any high temperature insulation available. Kaylo hydrous calcium silicate combines the most desirable physical characteristics of heat insulating materials to a degree not equalled by other materials on the market. This means outstanding performance and economical application for the user.

Kaylo Heat Insulation is effective efficiently on temperatures through pressure steam range and also through super-heated steam range. There-

#### HYDROUS CALCIUM SILICATE

be used for high temperatures which usually require combinations of two different insulating materials.

The low coefficient of conductivity, or "k", of Kaylo Heat Insulation places it among the most efficient insulations for temperatures up to 1200°F. (The name "Kaylo" is derived from the fact that "k" is low for the material.) Its high insulation value comes from the extremely small pore structure. So small and numerous are its insulating air spaces that they present a material internal surface of approximately 100 acres per cubic foot of insulation.

Water does not break down Kaylo Heat Insulation. Even when saturated, it retains an appreciable percentage of its strength. After being soaked for long periods of time and then dried, it returns to its original thermal efficiency and strength, without apparent shrinking or warping.

Kaylo Heat Insulation is effective after long service. It remains strong and efficient over the years and shows little shrinkage after exposure to temperatures up to 1200°F.

With a weight of only 11 pounds per cubic foot, handling, shipping and application are simplified.

Kaylo Heat Insulation has flexural strength, compressive strength and resistance to abrasion far above normal requirements for heat insulation. Breakage during installation, therefore, is usually negligible.

Block or pipe insulation can be cut, scored or sawed with ordinary tools of the trade. The material is non-irritating to the skin and non-toxic.

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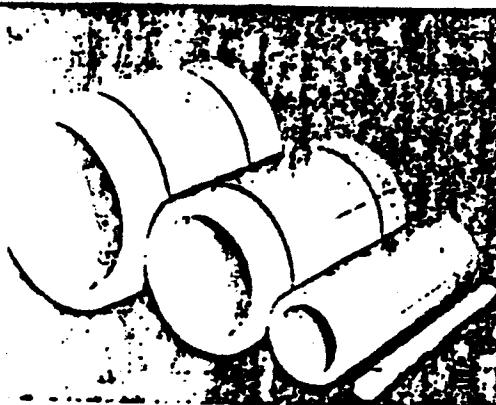


Page 3

1966

mechanical piping system 2.8  
January, 1966

## Pipe Insulation



### Kaylo Pipe Insulation

for hot water heating, high temperature  
hot water, steam condensate piping systems and  
all heated lines to 1200F

#### USES

#### description

Kaylo is particularly suitable for use on high temperature piping systems where high performance and extended temperature range are required. Kaylo is widely used on hot piping where a great degree of physical resistance is required, such as boiler and equipment rooms.

Kaylo Pipe Insulation is a rigid white hydrous calcium silicate insulation molded in sections for all types of indoor and outdoor piping that requires an abuse resistant, durable, efficient insulation, for temperatures up to 1200F.

#### benefits

**Strong**—Kaylo Pipe Insulation is a strong and rigid material that resists mechanical damage during shipping, installation and service. It is well suited for use in exposed locations.

**versatile**—Kaylo's extended temperature range offers longer use for all hot piping to 1200F.

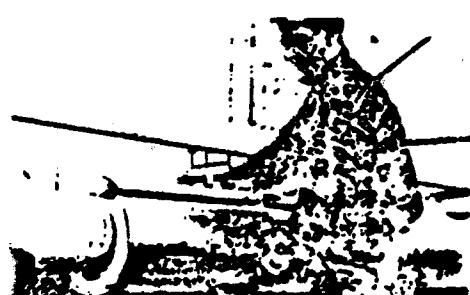
**will not cause stress corrosion cracking**—Kaylo will not cause stress corrosion cracking of stainless steel because Kaylo contains an inhibitor and has less than 200 ppm soluble chlorides.

**unaffected by moisture**—Kaylo can be completely saturated in water without appreciable loss of strength and regains its strength and thermal value after drying out.



Kaylo Pipe Insulation cuts cleanly with straight square edges. The final result is well insulated piping with a neat, finished appearance. Fitted fittings are finished with insulating cement and covered with canvas.

© T.M. REG. U.S.P.T.O. CORP.



Kaylo Kled Pipe Insulation combines weatherproofing and insulation in one application. Attractive, maintenance-free factory-applied jackets of stainless steel and aluminum are complete with longitudinal locking seams and end joint butt straps.

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EXHIBIT  
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Unprotected pipe covering  
isolator in this picture



~~OWENS-CORNING FIBERGLAS CORPORATION~~

## Intra-Company Correspondence

TO: W. Vandivort - Toledo  
 FROM: A. S. Levlin - New York  
 SUBJECT: JAYLO CARTONS

December 28, 1966  
 DATE: December 28, 1966

CC: John Tyverberg - New York  
 J. M. Willey - Toledo  
 R. S. Grant - Toledo  
 Wayne Johnson - New York  
 J. Overman - Toledo  
 L. X. Sailesky - New York  
 M. Hardwick - Berlin  
 D. V. Anthony - Toledo

In view of everyone's concern about health hazards, we feel it necessary to add a statement to our Jaylo cartons on asbestos fiber.

All of our competitors have already taken this step.

The following statement has been approved by our Legal Department to be printed on Jaylo product cartons.

"THIS PRODUCT CONTAINS ASBESTOS FIBER."

IF DUST IS CREATED WHEN THIS PRODUCT IS HANDLED, AVOID BREATHING THE DUST.

IF ADEQUATE VENTILATION CONTROL IS NOT POSSIBLE, WEAR RESPIRATOR APPROVED BY U.S. BUREAU OF MINES."

There should be at least 1/4 inch wide dark border at the top and bottom of the statement. The size of the label or stamp should be 2 1/2" x 3", and located on the upper portion of one side panel in such a position so as not to interfere with stenciling. The first line should be in capital letters with appropriate spacing between each sentence as shown above.

Because of the importance of this statement, you are requested to take immediate action to have it printed on all sizes of Jaylo and Jaylo 20 Pipe and Block cartons as well as Jaylo Core cartons.

Pop-labeling on cartons of Jaylo  
 during 1966  
 AS/ce

*A. S. Levlin*  
 A. S. Levlin

"3 pages"



Brand Name of Product	First Year Product Supplied Or Sold	Last Year Produced, Supplied Or Sold Or Year Asbestos Removed	Purpose For Which Product Intended	Asbestos Content (%)	Year Last Placed On Product	Form Of Product (Soldered, Granule, etc.)	Product Cat., Sound, etc., At Job Site (Yea/Rm)	Product Made At, or Job Site (Yea/Rm)	Physical Composition and Type of Asbestos In Product	Additional Comments
CF Type II Asbestos (Supplier Unknown)	July 1960	April 1970	Solder for dust joints	Less than 5% by weight	Unknown	Not Asbesto Substance REGULATED CONTAMINANT	1970	1970	Chrysotile Asbestotic Insulation	
Asbestos Fiber Facing used as insulated order Facing as outer blanket	1960	1960	Thermal Insulation	Asbestos content of paper Unknown	Asbestos believed to have been placed on product	Prominently Unknown	Unknown	1960	Unknown	Asbestos paper was sold as insulated order Facing (1 of 2) applied to each glass fiber blanket used in insulation applica- tions. Less than 127,000 cf blankets sold. Asbestos paper not presented in 1970.
Asbestos 10 year used for insulated orders for metal over blankets	1960	Possibly 1962	Asbestos 10 cords, were insulated at the CF Plant, and to hold metal mesh to asbestos blanket cords were offered as an option.	Asbestos content of paper Unknown	Asbestos believed to have been placed on product	1960 banded, tagalong type, plastic coated	Unknown	1960	Flexible insulating blanket. All plies went with metal facing on one or both sides	Had to be special ordered. Asbestos 10 cords not produced by CF

[REDACTED]

DO NOT LABELING ON CARTONS OF KAGLO  
DURING 1966



Date, and year label were placed on rebranded Kaylo by other Manufacturers  
2008-01-22

Brand Name of Product	First Year Product Supplied Or Sold	Last Year Product Supplied Or Sold Or Year Last Known	Purpose for which Product Intended	Abrasives Content (%)	Year lasting Label Placed On Product	Form of Product (Solid, Granule, etc.)	Product C.I.	Product Weight lbs. or Job Site (Tons/Bag)	Mystical Composition and Type of Abrasives in Product	Additional Comments
Kaylo Core block and pipe Kaylo 100% refr. temp. up to 1200°. Kaylo 200% refr. temp. up to 1500°. Kaylo Glass-prime Insulation with ceramic fibers.	1958 (Produced)	Nov. 1978 (Prod'd.)	Pipe insulation High temperature Industrial insulation	Aprox. 15% by weight	Dec. 1968 and Nov. 1978	Solid	No. as necessary	No	Asbestos and/or Cryspelite Asbestos, Calcium Silicate, organic and Inorganic Binders and stabilizers Ceramic Additives 15% by weight	This product was manufactured in various sizes and lengths. Product calver-prime/organic binders
Superinsulite (Name was changed to Fyrebar in 1971)	1970 (Produced)	1978	Care insulation For Fireproof Doors High temperature Industrial insulation	Aprox. 15% by weight	1960-1971	Solid Felted woven mat. & sheet bands	Produced in in cyl. shape, or rectal	No	Same as Kaylo only Asbestos added.	100% w/c organic binder. Also a small amount was org's with a blue and white mixture consistency
Superinsulite re-branded for Kaylo Product	1970 (Produced)	1978	Same as Kaylo	Same as Kaylo	Same as Kaylo	Solid as Kaylo	Same as Kaylo	Same as Kaylo	Same as Kaylo	
Superinsulite LS insulation (Kaylo re-branded for Armstrong Care)	1970 (Produced)	1978 to 1982	Same as Kaylo	Same as Kaylo	Same as Kaylo	Solid as Kaylo	Same as Kaylo	Same as Kaylo	Same as Kaylo	No Kaylo
Kaylo (Re-branded for CCP by F. W. Bechtel Co., Atlanta Ga.)	1960 (late 60's)	late 60's early 70's	Pipe insulation (High Temperature Insulation)	Unknown	late 1960's	Granule	No	No	No	
Asbestos insulation not refr. up to 1000°. Re-branded to Kaylo (Re-branded for CCP by Johns Manville)	1960 (late 60's)	1960	Pipe insulation (High Temperature Insulation)	Unknown	Unknown whether a warning label was on product at time time	Solid	Unknown	No	No	
CC-100 CC-40 (CC-40) Cerams re-branded for CCP by Johns Manville	1960	1960	Pipe insulation	See Physical Composition Column	1960	Granule (late)	No	No	CC-100 varies from 1.5 to 15 Cryspelite	
Industrial Insulating Cement	1961 (Produced)	1968	A removable Insulation for any surface	Unknown	No warning Label believed to have been placed on product	Granule bag	No	No	Industrial Insulating cement, dry mixed with revertory type adhesive	Believed to contain asbestos from April 1961 to October 1961
Primerite Finishing Cement	1960	1968	Primerite A Removable Insulation for insulation pipe or tanks	Unknown	No warning Label believed to have been placed on product	Granule bag	No	No	Light tan fibrous material combined with cements fibers and suitable binders.	1960-1968 1968-1970 late curing period
CC-Krete (Purchase Supplier unknown)	1960	1968	Protective coating over the insulation on pipe lines, tanks, ducts, firewalls, converters, storage tanks and other equipment exposed to moisture or weathering	Unknown	No warning Label believed to have been placed on product	Ready mixed plastic form of protective material and cements	No	No	Asphalt emulsion in which long fibers fibers have been added	End date 1960,000 late curing period



[REDACTED]  
Non-labeling on Cartons  
of Kaylo during 1966